

THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC. Contract

This Contract sets forth mutual covenants of agreement by and between:

OWNER. The Residences at Ocean Drive Condominium Association, Inc. (hereinafter "Owner"), a Florida Corporation and

CONTRACTOR Oceanica Services, Inc.

(hereinafter "Contractor") a

☒ Florida Corporation ☐ Limited Liability Company ☐ Partnership ☐ Sole Proprietorship

1. **PROJECT NAME.** Residences 2021 Landscape Project

2. **SCOPE OF WORK.** Contractor agrees to furnish all equipment, labor, and materials to correctly provide, construct, or install the Project according to the Contract documents and attached exhibits (refer to Contractor's Bid/Proposal, Exhibit "E").

3. **PROJECT SCHEDULE.** Contractor shall complete project preparation, including materials purchase and equipment scheduling, to facilitate commencing work ☐ on ☒ by 01/11/21 and progressing uninterrupted to completion within Contract calendar days or schedule. Payment amounts and time for completion Phases are:

Project Phase	Amount / %	Days/Schedule
Contracting - 50% Payment	\$3,232.50	with Contract
Completion and Acceptance - 50% Payment	\$3,232.50	10 Working

4. **PROJECT SPECIFICATIONS & Selections.** Unless detailed in Contractor's Bid/Proposal Specifications (Exhibit "E") or Specifications (Exhibit "C"), or Selections (Exhibit "D"), the following specifications & selections define technical Contract portions of the Project:

5. **PROJECT MANAGER.** The Project Manager (hereinafter "Manager") is authorized to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Owner in the Contract Documents. A Project Overseer may be appointed to coordinate Project Phases, provide Project oversight, verify specifications and selections compliance, and report to the Manager.

Project Manager: Steve McKeon

Project Overseer: Jim Howe

6. **COMPLETION.** Each Project phase shall be substantially complete and ready for inspection within the Contract Calendar Days/Schedule set forth above. All phases of the Project shall be substantially complete and ready for inspection and final payment prior to expiration of the cumulative total days of all Project Phases.

7. **CONTRACT PRICE.** Owner shall pay Contractor for all contracted work, completed in compliance with the Contract Documents, in current funds for the **Lump Sum of: \$6,465.00**. **Extra Charges, if any, are as set forth in the Contractor Bid/Proposal or Change Order.**

8. **PROGRESS PAYMENTS.** Project progress payments ☐ are ☒ are not permitted by this Agreement. When permitted, progress payments will be ☐ by Contract Phase/Schedule itemized in the "Project Schedule" above.

a. **Pay Applications.** When permitted, Contractor may submit Progress Payment Applications to Owner, for completed Phases/Schedule, or Unit Pricing. Upon receipt, Owner will verify accuracy and inspect to confirm satisfactory completion of related work (including cleanup and remediation of damage to other property). Owner may engage engineers, architects, or construction professionals to inspect for compliance with the Contract, applicable codes, and generally accepted quality standards.

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- a. Progress Payments. Approved Contractor Pay Applications will be paid within ten calendar days of receipt, and upon Owners receipt of Contractor and Mechanic's & Materialman's partial lien waivers.
 - b. Retainage. 10% of each Progress Payment amount will be withheld until Project completion and will be included in the Final Payment.
 - c. Project Completion. The Project is considered complete when the Contract is fully performed (and any incomplete or unsatisfactory items are complete), and the Project is accepted by Owner and City of Key Colony Beach, and final lien waivers, proof of all Project permits closed out, and all product, equipment, operating manuals, and warranties have been delivered to Owner.
 - d. Final Payment. Upon satisfaction of project completion requirements, Owner will make final payment to Contractor, including Retainage, subject to withholding of any amount agreed to by Owner and Contractor.
9. **CONTRACTOR'S REPRESENTATIONS**. Owner enters into this Contract relying upon Contractor representations:
- a. Bid Documents. Contractor accepts all terms and conditions of the Invitation to Bid the Project and Instructions to Bidders. Contractor carefully examined the Bid Documents and all physical conditions and limitations. The Bid is based upon completing the Project, as specified, for the Contract Amount and time allotted.
 - b. Site Conditions. Contractor is familiar with general and local site conditions that could in any way affect cost, progress, work performance, or time for completion. Contractor does not consider any further examinations, investigations, explorations, or tests necessary for performance of the Project at the Contract Price, within contract times, and according to the Contract terms and conditions.
 - c. Governing Laws, Rules & Regulations. Contractor is familiar with, and will comply with all applicable local, state, and federal laws and regulations, and will abide by KCP Contractor Rules. The Contract Price includes the cost of all required regulatory permitting.
 - d. License. Contractor and/or Contractor's employees and subcontractors hold adequate professional licenses, from applicable governmental jurisdictions, to perform respective Project phases.
 - e. Clean up & Safety. Contractor will maintain the premises clean of debris, will take all reasonable safety precautions, and comply with all applicable local, state, and federal safety regulations.
 - f. Taxes. Contractor's bid included, and Contractor will pay, all taxes applicable to the Project.
10. **CONTRACT DOCUMENTS**. Deviations from the Scope of Work will only be permitted and/or paid for by executed change order. Contractor will promptly notify Owner of any required revisions to the Scope of Work. This Contract shall take precedence over any conflict with any exhibit hereto. Contract documents are:
- | | |
|-------------------------------------|---|
| ☒ | This Contract (pages 1 to 3, inclusive) |
| ☒ | Exhibit "A" Contractor Rules |
| ☒ | Exhibit "B" Insurance Requirements |
| ☐ | Exhibit "C" Project Specifications |
| ☐ | Exhibit "D" Project Selections |
| ☒ | Exhibit "E" Contractor's Bid/Proposal (pages 1 through 1, inclusive). |
| ☒ | Exhibit "F" Project Plans (drawings) |
11. **ASSIGNMENT OF CONTRACT**. This Contract can only be assigned by written mutual consent of Owner and Contractor and, specifically but without limitation, funds that may become due and funds that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
12. **DISPUTE RESOLUTION**. Claims, disputes, or controversies, including breach of this Agreement, shall first be submitted to mediation according to the laws of the State of Florida.

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13. **LIABILITY & INDEMNIFICATION.** To the fullest extent permitted by law, Contractor will defend, unconditionally indemnify, and hold harmless, Key Colony Point Condominiums, Inc., its' owners, officers, directors, and employees from and against all claims, damages, penalties, fines, loss and expense, including, but not limited to, attorneys' fees, costs, and expenses arising out of or resulting from Contractors performance, or non-performance of the Contract. This indemnification includes, but is not limited to: Contractor negligence or gross negligence; strict liability; failure of Contractor, its subcontractors, agents, or employees to comply with any OSHA, federal, state, or local laws or regulations, including health and safety; breach of express or implied warranty by Contractor, its agents, or employees; defective work; work outside the scope of this Agreement; or any inaccuracy or violation of any Contractor certification.
14. **TERMINATION & DEFAULT.** Owner may terminate this Contract if Contractor materially or otherwise defaults in performance of the Contract and fails to correct such default within five days of Owner's written notice. Any such termination shall be effective upon deposit of written notice to Contractor's address below, with the U.S. Postal Service, Fax, or by hand-delivery. If Contractor default results in total Owner Project costs exceeding the Contract Price, Contractor will reimburse Owner the excess amount.
15. **MISCELLANEOUS.** Assignment: Owner or Contractor assignment of any rights or interests in the Contract, shall only be binding with the express written consent of the other. Successors & Assigns. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other, in respect to all covenants, agreements, and obligations contained herewith. Severability. Any provision of the Contract documents held void or unenforceable under any law or regulation, shall be deemed stricken and all remaining provisions shall continue as valid and binding, and the Contract documents reformed to replace such stricken provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

Contract Effective Date is **12/11/2020** .

OWNER: THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.

By

Jim Howe, President

901 W Ocean Drive, Key Colony Beach, Florida 33051

jim.howe@belfairdev.com

Phone: (254) 541-3099

CONTRACTOR: Oceanica Services, Inc.

By

Cesar

Email **cesar@oceanicaservices.com**

Phone **(305) 289-5651**

Fax

THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.
Contractor Rules

1. Operations.

- a. Hours of operation. Without special permission from The Residences Manager, permitted work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday. Work that creates excessive noise is restricted and, except in emergency, can only be performed between May 1 and November 1. Work is not permitted on New Year's Day, Memorial Day, Independence Day, Thanksgiving & following day, and Christmas.
- b. Materials Staging. Orderly staging of construction materials must be monitored and controlled daily. Generally, all construction materials must be stored in a Manager pre-approved location.
- c. Fire Hazard. When utilizing open-flame, welding, soldering, or heat-tools, surrounding areas must be adequately protected with fire-blankets and appropriate fire-extinguisher(s) must be within easy reach of workers.
- d. Construction Debris, Trash, and Clean Up. The site shall be monitored and controlled daily. Minor amounts of trash may be placed in The Residences trash dumpster. Construction debris must be placed in Contractor provided containers and removed offsite (not placed in The Residences trash dumpsters or dumpster pen). Care must be taken to avoid dust contamination of buildings, units, automobiles, and grounds. Contractor's failure to comply with clean up requirements may, without notice, result in The Residences having the work performed with cost and administrative fee charged to Contractor.
- e. Clean Up. Daily, after work, walkway protection is to be placed in Contractor construction debris containers, stored out of sight, or removed offsite. All affected walkways, stairs, elevator, and parking surfaces must be thoroughly cleaned, swept, and/or washed with soap and water (brushed if necessary), as necessary to return to pre-construction or better condition.
- f. Vehicle Parking. Parking is permitted only in "Visitor Parking" or spaces designated by the Manager. During periods of congested parking, Contractor and Subcontractor employee-vehicles must be parked offsite.
- g. Toilet Facilities. Temporary toilet facilities must be provided for workers use, or offsite facilities must be used.

2. Property Protection. Cost of remediating damage to Association (or owners) property, caused by Contractor, Contractors employees, Subcontractors, or Suppliers, will be charged to Contractor. Affected components may include:

- a. Windows, Exterior Doors, Screens, Screen Rooms, and Door Mats must be appropriately protected throughout the project. Exterior doors, door jambs, and sills, must be adequately protected. Screen doors must be removed and stored during drywall, plaster, and concrete work, or during substantial dust operations.
- b. Carports, Garage, Walks, Stairwells, Driveway, and Parking surfaces must be adequately protected while work is being performed. Contractor protection of stairwells and walkways with carpet runners or other protection, adequate to prevent tracking, is required.
- c. Elevator Protection. Contractors are not to transport tools, equipment, or materials in elevators without protective wall and floor coverings. With reasonable notice, they will be installed by the Manager.
- d. Grounds & Landscaping. Contractors and subcontractors must respect The Residences grounds and landscaping by staying off the grass and out of landscape beds to the greatest extent possible. All washouts, including paint, plaster, mortar, grout, etc., must be done offsite.
- e. Tile Sawing. Sawing, of any type tile, must be by wet-saw, and to the extent possible, performed to avoid overspray onto unit balconies, stairwells, or in any way damage adjacent property. Wet sawing on a Unit balcony may be permitted, provided Association and owners property is adequately protected. Saw-cutting residue must be contained and removed offsite.

3. Inspections. The Manager, and The Residences authorized representatives, are authorized to perform compliance inspections of the Project.

4. Compliance. In addition to compliance with all applicable governmental regulations, Contractors must comply with these "Rules for Contractors".

THE RESIDENCES AT OCEAN DRIVE CONDOMINIUM ASSOCIATION, INC.
Contractor Insurance Requirements

Contractors, their Temporary Worker Suppliers, and Subcontractors shall provide The Residences at Ocean Drive Condominium Association, Inc. (hereafter "The Residences") with proof of insurance meeting these minimum requirements.

1. **Proof of Insurance.** Prior to commencing work, The Residences shall receive Certificates of Insurance (hereafter "COI") transmitted directly from Contractor's and Subcontractor's insurance companies.

a. **Required Coverage.** COI's shall indicate required coverage (as set forth herein) is in force, stipulating that the coverage will not be canceled or modified until the expiration of at least thirty (30) days after written notice of such cancellation or modification has been received by The Residences.

2. **Endorsements.** COI's must include these endorsements:

a. **Additional Insured.** The Residences at Ocean Drive Condominium Association, Inc. its' directors, officers, employees, representatives, and The Residences condominium owners and their guests will be shown as an "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory.

b. **Waiver of Subrogation.** A Waiver of Subrogation for all listed coverages will be provided in favor of The Residences at Ocean Drive Condominium Association, Inc., its' directors, officers, employees, representatives, and The Residences condominium owners and their guests.

c. **Residential Exclusion.** General Liability coverage will not include a "residential exclusion" (including condominiums).

3. **Conditions.** Vendors shall not violate or knowingly permit to be violated; any conditions of insurance described herein.

4. **Coverage Minimums.**

a. **Workers' Compensation.** Coverage to provide full liability protection under the Workers' Compensation laws of the State of Florida with Employer's Liability coverage in limits not less than \$500,000.00.

b. **Commercial General Liability Insurance.** Coverage to include an "occurrence" basis, insurance for Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability Insurance. No exclusion should apply for explosion, collapse, and underground hazards. The required insurance shall be in limits not less than:

1) \$1,000,000 Bodily Injury & Property Damage: (each occurrence)

2) \$1,000,000 Personal Injury

3) \$2,000,000 General Aggregate

4) \$2,000,000 Products and Completed Operations

5) ~~\$1,000,000~~ Automobile Liability Insurance – Coverage to include all owned, non-owned and hired automobiles used relating to the Work with \$1,000,000 Bodily Injury & Property Damage (each occurrence) each accident combined single limit.

Oceanica Services, Inc
PO BOX 501913
Marathon, FL 33050 US
(305) 289-5651
www.oceanicaservices.com

Estimate



ADDRESS

Steve
Residences I
5800 Overseas Hwy. Suite 17
Marathon, FL 33050

ESTIMATE

DATE

1143

07/13/2020

DATE	SERVICE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
07/13/2020	MATERIALS	Triple Christmas palm trees 12' Overall	1	600.00	600.00
	MATERIALS	Triple Robellini 7' Trunk	2	450.00	900.00
	MATERIALS	Snow white 3gal	7	11.00	77.00
	MATERIALS	Pallet of Zoysa grass	1	375.00	375.00
	MATERIALS	Croton 3 Gal.	3	11.00	33.00
	MATERIALS	Fern 1 gal.	12	4.50	54.00
	LABOR	Relocate one coconut tree by pool and plant it between buildings. Relocate two robellini palm. Remove black landscape edge and river rock and install new sod. Plant all material listed above.	1	2,640.00	2,640.00
	LABOR	Repair pavers by pool area after remove coconut tree included: One pallet of paver, labor and delivery	1	1,786.00	1,786.00

PAYMENT SCHEDULE:

50% deposit required upon acceptance

50% balance due when job is complete.

Materials will be installed as specified in plans. Oceanica Services reserves the right to modify this quote if the estimated size of materials is underestimated and contractor's anticipated expenses are increased as a result. Owner will be notified ahead of time of any changes to the landscape plan or quantities. Contractor is not responsible for any loss of plants and materials during hurricanes, storms, floods or other severe weather conditions.

TOTAL

\$6,465.00

Acceptance Signature _____

Accepted By

Accepted Date

EXHIBIT "E"

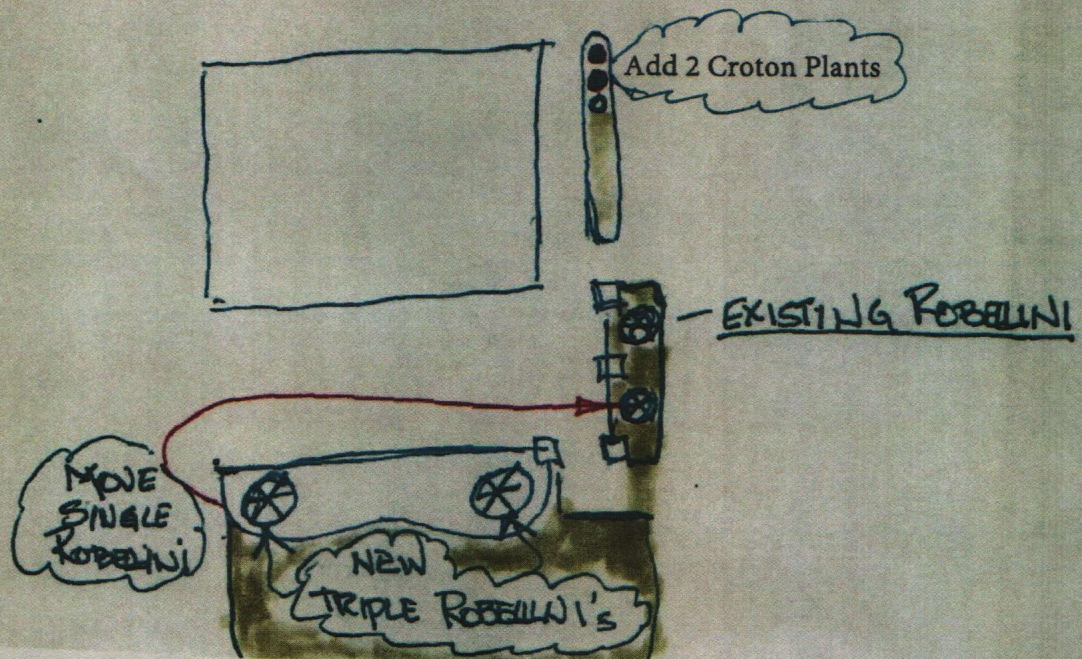
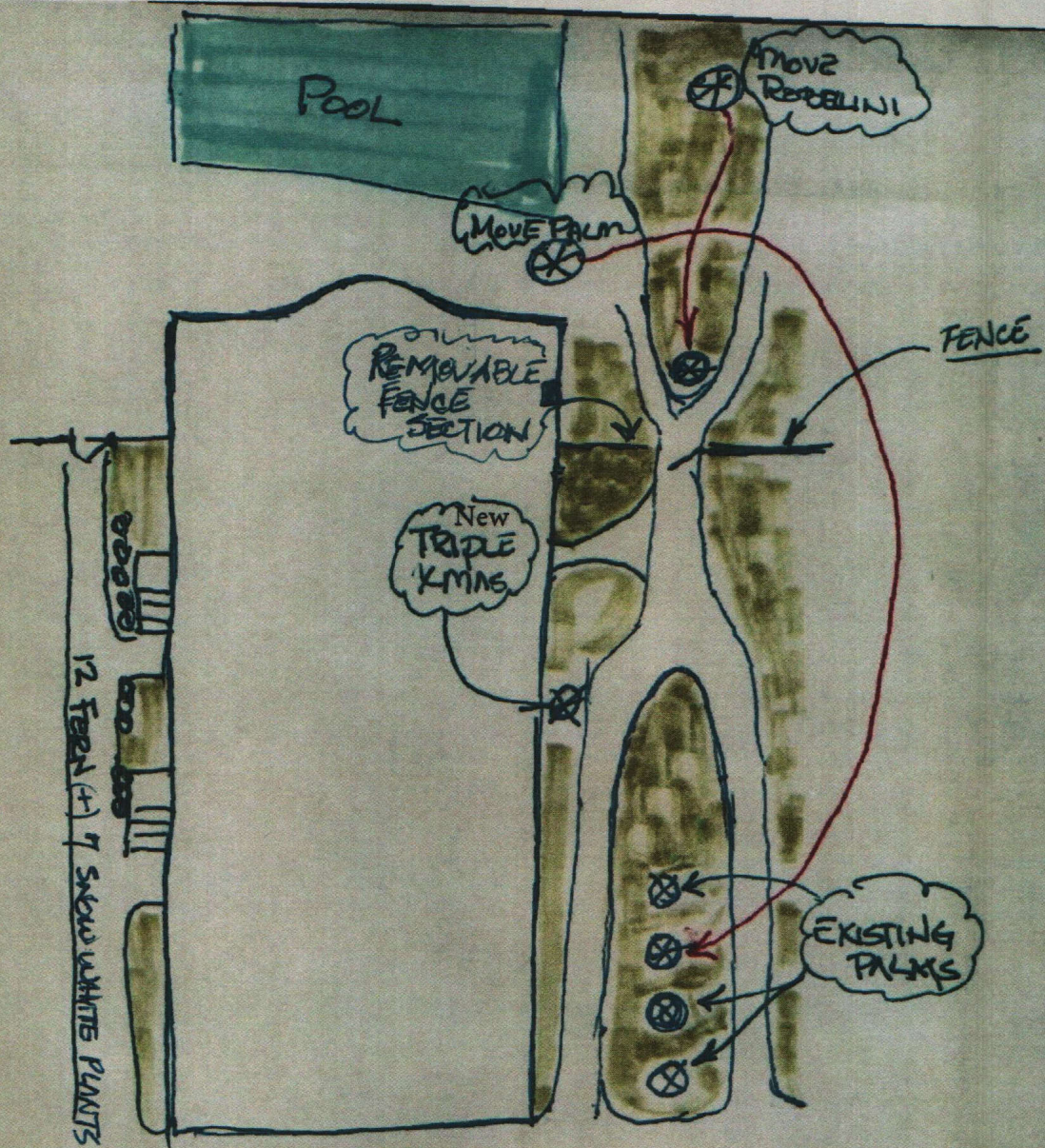


EXHIBIT "F"