

**ADDENDUM TO CONTRACT**

**THIS ADDENDUM ("Addendum")**, made this 25<sup>th</sup> day of April 2019, by and between **VINTAGE GRAND CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not-for-profit (hereinafter referred to as "**Association**" or "**Owner**") responsible for the improvement, operation and maintenance of the common elements of **VINTAGE GRAND CONDOMINIUM** located at 4012 Crockers Lake Boulevard, Sarasota, Florida, 34238 and **RL. James, Inc. General Contractor**, a Florida Corporation, (hereinafter referred to as "**Contractor**") located at 711 60<sup>th</sup> Street Court East, Bradenton, FL 34208, Florida License No: CGC 1518091.

**WITNESSETH:**

**Whereas**, Association and Contractor have entered into a Construction Contract, dated June 20, 2018, (the " Contract"), for repair and renovations to Buildings at the Vintage Grand Condominium; and

**Whereas**, Association and Contractor desire to amend the terms of the Contract.

**NOW, THEREFORE**, Association and Contractor hereby amend the following provisions of the Contract, with the Sections below being the same numbered Sections as in the Contract, as follows:

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**1. Description of Work:**

A. The Contractor shall perform all Work required by this Contract at and for the Contract Sum, strictly according to the specifications, terms and conditions of the **PROJECT MANUAL** No. R1503-302D, Phases, II, III and IV, (dated 5/7/18), attached hereto and incorporated herein as **Exhibit "A"**, **ADDITIONAL CONDITIONS**, attached hereto and incorporated herein as **Exhibit "B"**, **CONTRACTOR BID FORM** (revised date 10/19/17) and Addendum No. 1, dated October 19, 2017, Addendum No. 2, dated 11/2/17, and Addendum #3, dated 12/13/17, all of which are attached hereto and incorporated herein as **Exhibit "C"**, **SCHEDULE OF VALUES** attached hereto and incorporated herein as **Exhibit "D"**, and ~~**PROJECT SCHEDULE** attached hereto and incorporated herein as **Exhibit "E"**~~, and briefly described as follows: See **SCHEDULE OF VALUES FOR 2018 THROUGH 2020**, attached hereto and made a part hereof, as **Exhibit "D"**, for the per year Contract Sum as set forth therein, as summarized below:

Year 2018:	Buildings 14 & 25 Attic Repairs on Buildings 4, 14, 17, 19, 22, 25 & 28 Balcony Repairs on Units 727, 13824 & 1824A .....	\$1,011,261.21
Year 2019:	Buildings 10, 26, 27 & <u>24</u> .....	<u>\$1,901,801.00</u>
Year 2020:	Buildings 20, 21 and 23 .....	<u>\$1,349,850.00</u>

B. In the event any of the terms or conditions provided in Exhibit "A", Exhibit "B", and Exhibit "C" conflict with any other provision of this Contract, this Contract shall prevail.

2. Timely Completion:

A. The Work to be performed under this Contract shall be commenced not later than June 25, 2018 or upon issuance of all permits required for commencement of construction of the first Building (Building 14), whichever is later, but in no event later than June 25, 2018 (date of commencement shall be referred to as "**Commencement Date**"), and, subject to authorized adjustments, shall be substantially completed no later than the below listed working days (including Saturday, Sundays, and approved holidays) from date of commencement:

Year 2018 – 155 Total working days from Commencement Date.

Year 2019 – 253 Total working days from Commencement Date.

Year 2020 – 250 Total working days from Commencement Date.

The Association's engineer or other individual designated by the Association and the contractor shall jointly determine the date of substantial completion.

B. Contractor and Owner agree that additional buildings may be added to the Work by and at the request of the Owner Board of Directors, provided that the Contract Sum is not increased by more than ten-percent (10%) of the proportionate per building cost of the buildings already completed at the time of the addition for each building added to the Work. The Owner acknowledges and warrants that the Owner has received all approvals and authorizations necessary from the Board and the owner members of the Owner Association to enter into this Contract and this provision. Additional working days shall be added to the contract for this additional work as mutually agreed upon by contractor and owner.

C. [No change]

D. [No change]

E. Failure to substantially complete each building years designated work within the time fixed in the Agreement and extensions thereof may result in substantial injury to the Association, and damages arising from such failure cannot be calculated with any degree of certainty. Therefore, in the event the Work for each building is not substantially completed within its designated time frame through no fault of Association and not as a result of delays due to approved change orders or weather conditions, as confirmed by Association's Engineer, Contractor shall pay Association ( or Association may withhold from payment due Contractor) the sum of Two Hundred Fifty Dollars (\$250.00) for each day of such delay. This liquidated damages for delay provision shall be in addition to any and all other rights or remedies the Association may have as a result of a breach of this Contract by Contractor. The liquidated damages amount shall be applicable and payable to the Association without proof of special

damages. Contractor may not have more than 3 buildings under construction at one time unless mutually agreed upon by association.

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All other terms and conditions of the Contract, not otherwise modified by this Addendum, shall remain in full force and effect.

This Addendum may be executed in counterparts, and each counterpart, when executed, shall have the efficacy of a signed original. Photographic copies of signed counterparts may be used in lieu of the originals for any purpose.

We the parties below agree to the terms and conditions set forth in this Addendum:

**ASSOCIATION:**

Signed, sealed and delivered  
in the presence of:

**Vintage Grand Condominium Association, Inc.**

Glen Artelli  
Witness as to Association

By: Joseph Gianino  
Association President

(Corporate Seal)

**CONTRACTOR:**

Signed, sealed and delivered  
the presence of:

**RL. James, Inc. General Contractor, a Florida in  
Corporation**

[Signature]  
Witness as to Contractor

By: Gary Wasser  
Gary Wasser Vice President

[Signature]  
Witness as to Contractor

(Corporate Seal)