

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT (“**Contract**”) is made and entered into this 20th day of June, 2018, 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 60th Street Court East, Bradenton, FL 34208, Florida License No: CGC 1518091.

In consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration exchanged between the parties, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

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, 1384 & 1824A	\$1,011,261.21
Year 2019:	Buildings 10, 26, 27 & half 24	\$1,702,240.00
Year 2020:	Buildings 20, 21, 23 & half 24	\$1,546,071.50

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 calendar days (including Saturday, Sundays, and approved holidays) from date of mobilization of the project unless extended per contract documents, which is more particularly set forth in Exhibit “E”:

Year 2018 – 155 Total calendar days from Commencement Date.

- Building 14 – 100 calendar days after start of building
- Building 25 – 130 calendar days after start of building
- Balcony Repairs (units 727, 1384 & 1824A) – 30 days from commencement
- Attic Repairs (Bldgs. 4, 14, 17, 19, 22, 25 & 28) – 50 days from commencement
- All above work to be completed on or before December 31, 2018

Year 2019 – 253 Total calendar days

- Building 10 – 150 calendar days after start of building
- Building 24 – 135 calendar days after start of building
- Building 26 – 135 calendar days after start of building
- Building 27 – 135 calendar days after start of building
- All above work to be completed on or before December 31, 2019

Year 2020 – 250 Total calendar days

- Building 20 – 135 calendar days after start of building
- Building 21 – 135 calendar days after start of building
- Building 23 – 135 calendar days after start of building
- All above work to be completed on or before December 31, 2020

The Association’s engineer or other individual designated by the Association and the contractor shall jointly shall 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.

C. Time is of the essence of this Contract and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the Work within the time herein

mentioned, has taken into consideration and made allowances for all hindrances and delays but does not account for time loss due to acts of God or delays by the Association. Association shall not be liable to Contractor for any delays caused by Association, or by any of Contractor's other contractors, or for any other cause whatsoever. The “**Effective Date**” of this Contract shall be the date of the last party to execute this Contract.

D. Contractor shall apply for permits within two (2) business days from the Effective Date of this Contract and agrees to immediately obtain any and all permits and to commence the Work and to diligently and continuously perform such Work and to coordinate the Work with other Work being performed on the project by other trades, so that Association shall not be delayed by any act or omission of Contractor in completion of the Project within the time specified above.

E. Failure to substantially complete each building 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 by its the completion date assigned in Exhibit “E”, 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.

F. Not including the project manager and superintendent, Contractor shall have a minimum number of workers/employees on site each day to perform the Work in order to meet the schedule for completion of the Work, as set forth in Exhibit “E”, which Contractor represents should be not less than eight employees/workers or as many as the Engineer may direct. Contractor shall immediately notify the Association in writing by facsimile or email, as designated by Association, if Contractor will not have employees on the job site on any particular day and shall provide a reason for such failure. This is not intended to relieve Contractor of its obligation to have employees on site and Work performed in accordance with this Contract. Contractor shall make payments promptly to its vendors, contractors and for material used by it in the performance of its Work. Minimum Work hours shall be 8:00 a.m. to 5:00 p.m., Monday through Friday of each week. Contractor may work longer hours or additional days, if pre-approved in writing by Association. (Contractor acknowledges that Association is not obliged to extend the times when Work may occur and that Association will only consider granting such extensions when doing so will not interfere with the comfort and convenience of the residents). Notwithstanding the foregoing, Owner authorizes Contractor to perform the Work on Saturdays, from 8:00 a.m. to 5:00 p.m. Contractor shall not perform Work on Sundays nor on major holidays.

3. **Contract Sum, Payments and Adjustments to Contract Sum:**

A. Association shall pay Contractor, in current funds for the performance of the Work, subject to additions and deductions by written Change Order agreed by the parties, the **“Contract Sum”** of **Four Million, Two Hundred-Fifty-Nine Thousand, Five Hundred Seventy-Two and 71/100 Dollars (\$4,259,572.71)** as set forth in Exhibit “D”, plus the sum of **Seventy-Four Thousand Nine Hundred Sixty-Eight and 48/100 Dollars (\$74,968.48)** for the **Payment and Performance Bonds, plus unit price work add/deduct pricing as set forth on Exhibit “C” which is attached hereto and incorporated herein, and as provided for in this Contract, including Section 3(C) below.**

B. The Contract Sum includes certain unit price items of Work. Contractor acknowledges and agrees that payment will only be due for unit price items of Work that have been actually installed and approved by Engineer or Owner’s representative in accordance with this Contract. Contractor shall provide Engineer and Owner with advanced notice of unit items to be replaced or sufficiently document by photographic evidence as directed by the Engineer, so that Engineer and Owner can evaluate the necessity for the materials and labor.

C. The total number of unit price items of Work actually performed maybe greater or less than those that comprise the Contract Sum. To the extent that Contractor proceeds to perform unit price items of Work in excess of the specified quantities described in Exhibit “C” without an executed written change order, such Work shall be at Contractor’s own risk at no charge to Association. To the extent that unit price quantities are exceeded and approved by Engineer or Owner’s representative, such additional quantities will be charged at the unit price set forth in Exhibit “C” (Bid Form) and added to the Contract Sum. To the extent that unit price quantities are less, such quantities will be credited at the unit price set forth in Exhibit “C” (Bid Form) and shall reduce the Contract Sum. In the event of additional work required to be performed that is not covered by the unit price items specified in Exhibit “C” (Bid Form), Contractor will provide pricing to the Association and Engineer for review and approval. If Association and Engineer do not agree with the Contractor’s pricing, Contractor shall not proceed with the additional work until the parties have reached agreement on the pricing.

D. The unit price items of Work specified in Exhibit “C” (Bid Form), that are not included in the Contract Sum shall only be performed with an executed written change order signed by Contractor, Owner and Engineer, and payment will only be due on work that unit price quantities have been verified and approved by the Engineer or Owner’s representative.

E. Association shall remit payment to the Contractor according to the payment schedule and procedures contained in Exhibit “A” hereof, Project Manual, Sections 14.0, 15.0 and 16.0. Contractor shall provide Owner and Engineer with original releases from subcontractors and materialmen prior to partial payment. Final payment shall not be due to Contractor until the completion of all Work and Contractor’s completion of any items contained on punch lists prepared by the Association’s Board of Directors, the Association’s designated representative, or its engineer.

F. Upon full and final completion by Contractor of the Work and written notice to the Association's/Owner's representative and Association's Engineer of the same, the Work will be inspected by Association or Association's representatives. Any objections to Work performed shall be given in writing to Contractor within ten (10) days of the Contractor's written notice to Association and Association's Engineer that said Work has been completed. If no objections are made within this period, then final payment shall be tendered to Contractor and Contractor shall submit simultaneously an executed Contractor's Final Affidavit, an executed Final Waiver and Release of Lien from each subcontractor, materialman or supplier working on the Project, on forms provided by Association, indicating that all subcontractors, laborers, materialman and suppliers have been paid for the Work completed; and executed warranties as provided in Section 8 of the Contract.

G. All Work under this Contract shall be subject to the approval of Association and its Engineer and/or Owner Representatives, and no payment shall be due under the Contract if Association does not approve of the Work completed under the Contract. In the event of a dispute arising between Association and Contractor, under this provision, the parties shall agree upon and appoint a third-party expert to determine whether or not the Work meets the specifications set out in the Contract and is in compliance with all applicable building codes. If the Work meets said specifications and codes, Association shall make the payments due, whereas if the specifications or codes are not met, all Work necessary to meet the specifications and codes shall be done by Contractor to the satisfaction of the third-party expert before payment is due under the contract agreement, or Association may exercise such other rights as are provided herein. All costs associated with the retaining of the third-party expert shall be divided equally between the Association and the Contractor.

H. Payment due to Contractor may be withheld by Association on account of defective Work not remedied, claims filed, evidence indicating probability of filing claims, failure of Contractor to make payments properly to subcontractors or for material or labor, or the reasonable belief of Association that the Work to be performed under this contract which remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing said causes is not removed, or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the Work hereunder, or fail in any respect to prosecute the Work with promptness and diligence or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after fourteen (14) days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor. The Association shall not be responsible for damages for loss of anticipated profits in work not performed on account of termination under this paragraph. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other paragraphs of this Contract. In addition to the foregoing rights and remedies, Association shall be at liberty to terminate the employment of Contractor under this contract and to enter upon the premises and take possession of all materials or appliances, of any

kind whatsoever, thereon and to employ any other person or persons to finish the Work and to provide the materials therefore, and in case of such discontinuance of the employment of Contractor, it shall not be entitled to receive any payment under this contract which might be due it, until said Work shall be finished and payment in full therefore shall be made by Association at which time if such expenses shall exceed such unpaid balance Contractor shall pay the difference to Association. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other paragraphs of this Contract. If Contractor shall at any time prior or subsequent to the execution of this Contract, have entered into another contract with Association and if there exists any default or threatened default by Contractor in its performance of this Contract, then Association shall have the right to withhold any and all monies due or to become due to Contractor under such other contracts.

I. If the Contractor is adjudged as bankrupt or insolvent or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workmen or repeatedly fails to make prompt payments to subcontractors or for labor or equipment or if disregards laws, ordinances, rules, regulations, or orders of any public body having jurisdiction, or if it disregards the authority of the Association or if it otherwise violates any provisions of the Contract, the Association may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days' written notice, terminate the services of the Contractor. In the event of termination, the Association shall only be responsible for the daily labor rate, limited to hours actually worked, not to exceed \$500.00 per day for days actually worked prior to the termination and shall be responsible for all material purchased to date for the project if the project is terminated and if the materials have or will actually be used in the construction of the Project. Purchased materials will be turned over to the Association. Where the Contractor's services have been so terminated by the Association, said termination shall not affect any rights of the Association against the Contractor then existing or which may thereafter accrue. The Association may offset amounts owed to Association in the event of termination and retention or payment of monies by the Association due the Contractor will not release the Contractor from liability.

J. As a condition precedent to the Association's obligation to make progress payments to Contractor, Contractor shall furnish the Association an affidavit setting forth the amount due, the work performed and the subcontractors and suppliers that are due payment together with executed lien releases release of lien/claim against bond complying with §713.06(3), Florida Statutes, along with executed final lien releases from itself and any and all lienors timely giving Notice to Owner and/or Notice to Contractor. Further, as a condition precedent to the Association's obligation to remit final payment to Contractor, Contractor shall deliver to the Association its Contractor's Final Payment Affidavit and release of lien complying with §713.06(3), Florida Statutes, along with executed final lien releases/claim against bond from any and all lienors timely giving Notice to Owner and/or Notice to Contractor, as well as any and all other subcontractors, vendors, suppliers, and lower-tiered subcontractors to be paid in connection with final payment.

K. Retainage shall be proportionately released to Contractor for and upon completion of a prior year's Work and upon approval by Association's Engineer.

4. **Contract Costs:**

A. The Work includes all transportation, storage, equipment, supplies, labor and materials, plans, drawings and specifications, necessary for a complete and functional installation, and the Work shall comply with the current Florida Building Code in effect at the time of permitting or thereafter required by the county, state or federal agencies, and all other applicable codes, standards and inspection requirements, as well as all specifications of the product manufacturers and suppliers. All Work performed by this Contractor or by others to make this Contractor's Work comply with applicable codes, or interpretations thereof, shall be performed at no additional cost to Association. The Work shall also include all labor, materials, and everything required or claimed by Contractor's materialmen, suppliers, or laborers to complete the Work in accordance with the drawings and specifications, notwithstanding that such labor, materials or other things may not be designated in the drawings and specifications.

B. Contractor shall give all notices and comply with all laws, rules, regulations, ordinances, building codes, requirements and orders of city, county, state and federal authorities which are applicable to the Work regardless of whether the same are set forth herein or in Exhibit "A" or Exhibit "B" hereto. Contractor shall furnish without any extra charge any additional materials and labor which may be required to comply with same. Contractor shall secure, in its own name and right, and pay for all permits, inspections, fees, licenses and royalties necessary for the execution of the Work to be performed.

C. Contractor shall pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments requested to be made have been paid.

D. Contractor shall pay all applicable health and welfare charges, local state and federal taxes including sales and use taxes, and union fees in connection with its Work.

E. All contract costs paid by Contractor shall be at the expense of Contractor, including that of the performance bond.

F. Contractor shall obtain all permits required by local and state authorities, shall timely post the notice of commencement upon its completion, execution, and recording by Association, and any other documents required by law and shall meet all requirements of building authorities including the scheduling of any required inspections. Contractor shall fulfill all requirements of material producers and providers with regard to the application of materials, inspections, approvals, and otherwise.

5. **Supervision:**

A. Contractor shall be an independent contractor and **not** an employee of Association. Contractor shall supervise and direct the Work and its employees, subcontractors, etc., using its best skill and attention and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract. Contractor shall at all times enforce strict discipline and good order among its and Subcontractors' employees and ensure an environment that refrains from the public use of profanity and drugs. Contractor shall not employ on the Work any unfit person or anyone not skilled in the task assigned to it. Contractor shall also be responsible to ensure its subcontractors do the same. The Contractor shall also use best efforts to minimize the likelihood of any work stoppage or other labor disturbance. The Association shall have the right to demand removal of any worker, subcontractor, project manager or superintendent whose actions are in violation of this section, in Association's sole discretion. If the Contractor fails to supply sufficient skilled workmen or suitable equipment, the Association may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Association's rights to perform work, correct deficiencies, or occupy the project site shall be at the sole option of the Association pursuant to the terms of this Agreement. The Contractor acknowledges that it will not subcontract for labor or equipment, without prior written approval of the Association or its designee.

B. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. It shall take all reasonable protection to prevent damage, injury or loss to (1) all employees, including subcontractors, material suppliers, and their employees. on the Work and other persons who may be affected thereby, (2) all the Work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. It shall provide all applicable notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority included but not limited to O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss. Further, it is the sole responsibility of Contractor to secure, safeguard and protect all material, equipment and operations from damage or theft. Contractor shall cause all persons working on the job or otherwise coming onto the property as a result of this contract to park their vehicles where designated by Association.

C. Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, or anyone directly employed by any of them, or by anyone for whose acts any of them may have been liable. Contractor shall be responsible to Association and their agents and employees, and other persons performing any of the Work under a contract with the Contractor, including with regard to damages to any person or property. The foregoing obligations of the Contractor are in addition to its obligations under Paragraph 9.

D. Association shall designate, in writing, one or more persons who shall act as liaison with Contractor, shall inspect the Work and shall otherwise act for Association under this Contract. Association may also designate, in writing, its "Owner Representative" to perform the duties of

the Association's Owner Representative, as set forth in this Agreement. No individual shall be recognized as the Association's Owner Representative, unless so appointed, in writing, by a duly adopted resolution of the Board of Directors of the Association.

E. Contractor shall be prohibited from utilizing any other Subcontractors for any portion of the Work hereunder, without the written consent of Owner. Owner's consent to any Subcontractor shall be conditioned upon, but not limited to, Contractor naming Owner as a primary, intended third party beneficiary in the Subcontract. In the event Contractor utilizes a Subcontractor and/or enters in a Subcontract, Contractor shall be deemed to have automatically assigned to Owner any and all of the Subcontractor's guarantees and warranties and assigned to Owner contract rights relating to enforcement of the Subcontract and job specifications (which assignment shall not preclude Contractor from pursuing any of its contract rights directly against the Subcontractor), whether or not such assignments are expressed in or referred to in the Subcontract or any separate document.

F. At all times during the progress of the Work, Contractor shall assign a competent project manager and a resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor. The superintendent shall be on site daily during the performance of the Work. The project manager shall be on site not less than two days per week.

G. Emergencies. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, which includes approaching hurricanes or tropical storms, Contractor is obligated to act to prevent threatened damage, injury, or loss to the Project including but not limited to, de-mobilization and re-mobilization required to remove and replace contractor equipment and materials. Contractor shall be responsible to correct, at its expense, any aspect of the Work damaged as a result of Contractor's negligence in preparation for the storm. Per Exhibit C, Addendum #3 costs for Hurricane Demobilization/Remobilization shall be at no charge for the 1st occurrence and at 50% reduced time and material rate for the 2nd time. Subsequent events will be billed on a time and material basis.

6. **Insurance and Bonding:**

A. Without limiting any of the other liabilities or obligations of the Contractor, the Contractor shall furnish to the Association, prior to the initiation of the Work, a duly executed Certificate of Insurance, stating that the following types of insurance coverage and limits are in force and that insurance will not be canceled without thirty (30) days prior notice to the Association by the Insurance Agent and naming Vintage Grand Condominium Association, Inc. and Delta Engineering & Inspection, Inc. as an additional insureds using the broadest forms available, and specifically forms CG 20 37 07 04 (for completed operations) and CG 20 10 07 04 (for ongoing operations). The insurance policy must provide for coverage for the defective work and materials of the Contractor's subcontractors and material suppliers.

B. General Liability. Contractual Liability and Products/Completed Operations Liability Insurance covering operations required to complete the Work. This occurrence-based General Liability policy shall be primary, non-contributory, and shall contain a waiver of subrogation in favor of Vintage Grand Condominium Association, Inc.

C. The Contractual Liability Insurance coverage shall insure the performance of the contractual obligations assumed by Contractor by acceptance of this Contract.

D. Contractor's General which shall include completed operations and product liability coverage:

General Aggregate	\$2,000,000.00;
Products – Completed Operations Aggregate	\$2,000,000.00;
Personal and Advertising Injury	\$1,000,000.00;
Each Occurrence (Bodily Injury & Property Damage)	\$1,000,000.00;

E. Comprehensive Automobile Insurance with the following minimum limits of liability. This insurance is to apply to all owned, non-owned, and hired vehicles used by the Contractor in the performance of the Work:

Bodily Injury Liability/Each Occurrence.....	\$1,000,000
Bodily Injury Liability/Per Person.....	\$1,000,000
Property Damage Liability/Each Occurrence	\$1,000,000
General Aggregate	n/a

F. Excess or Umbrella Policy with the following limits:

General Aggregate	\$4,000,000
Each Occurrence	\$4,000,000

G. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Law, including where applicable, the Federal Employer's Liability Insurance shall be provided with a minimum limit of \$1,000,000 per accident. This policy shall contain a waiver of subrogation in favor of Vintage Grand Condominium Association, Inc.

H. The Contractor agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the Work to be performed. It is understood that if any insurance cancellation notice is received by Contractor, it will immediately notify Association and Contractor agrees to replace said policies promptly. Contractor agrees not to perform Work under this Agreement during such time as said insurance policies are not in full force and effect.

I. Payment and Performance Bonds. Contractor shall obtain and furnish to the Association payment and performance bonds in the amount of the Contract Sum covering all Work (inclusive of materials) provided under the Agreement and meeting the requirements of §713.23, Florida Statutes, so as to exempt the Association and the Project from any liens filed by those

parties performing the Work. The payment bond shall not be a conditional payment bond. The payment and performance bonds will be provided before any Work is commenced and will stipulate that no modification or waiver of the terms of this Agreement, the Contract Documents or the plans by either owner or Contractor will in any manner discharge the surety's liability. The effective periods of the bonds shall run through the date of completion of the Contract and any warranty period. Such bonds will be in a form of an AIA A311 Payment and A312 Performance Bond, and issued by a surety, agent and underwriter acceptable in all respects to the Association and Association's construction lender, if any. The subject bond shall name the Association and the Association's lender, if any, as dual obligees.

J. Within five (5) business days of execution of the Contract, Contractor shall deliver the required Performance and Payment Bonds.

K. Evidence of Insurance: Within five (5) business days of execution of the Contract, Contractor and Owner shall each deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain.

L. Copies of Documents. Owner shall furnish to Contractor up to five printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction paid by Contractor.

7. **Clean-Up; Protection; Utilities; Storage:**

A. Contractor shall cause no waste to the subject property or adjoining property in the performance of this Contract, and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. Contractor shall use drop cloths and other protections against spills or drips on carpeting, tile, and other property. At the end of each Work day, Contractor shall secure all stages, ladders and other equipment, materials and supplies, and shall "sweep" the Work areas with a magnet to assure that all nails have been removed and shall return the areas to a safe and broom-clean condition. At the completion of the Work, Contractor shall remove all its waste materials and rubbish from and about the project as well as its tools, construction equipment, machinery and surplus materials and return all affected areas of the property to a broom clean condition, including but not limited to repair or replacement of any damaged asphalt.

B. If after two (2) days' notice by Association's representative to Contractor's representative, at the site of the Work, that contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association has the right to proceed with the clean-up or replacement at Contractor's cost and expense.

C. Free, clear and unobstructed egress and ingress with respect to all units shall be maintained by Contractor.

D. Association shall make available the necessary power and water for the reasonable use of Contractor. Contractor shall provide temporary sanitary facilities (toilets, etc.) for its employees and any of its subcontractors. Contractor shall provide its own telephone facilities, as may be needed. Association shall designate specific areas of the property for Contractor's parking, staging, sanitary facilities, and storage of materials. Contractor shall be responsible for security of all construction materials and shall not utilize any undesignated area without Association's specific approval.

E. Contractor shall make reasonable efforts to protect the Work areas under construction and materials and equipment stored at the Project from damage as a result of the elements. If the Contractor fails to make a reasonable effort to protect in accordance with this provision, then Contractor shall be liable for proportionate damage resulting therefrom.

F. If the Work involves temporary removal of materials to be re-installed, Contractor shall, at Contractor's sole cost and expense – said expense included in the Contract Sum, assure that it makes its best efforts to preserve and store the materials to avoid damage to the greatest extent possible.

8. **Warranties:**

A. Contractor warrants to Association that all materials and equipment incorporated in the Work will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in compliance with the contract documents, including but not limited to the specifications, building code requirements and administrative regulations, as well as all specifications of the product manufacturer and supplier. All Work not conforming to these standards may be considered defective.

B. In the event of Contractor's refusal to perform its aforesaid warranty obligation, Association may do said Work and/or secure additional material after forty-eight (48) hours' notice to Contractor, and Contractor shall reimburse Association for such sum.

C. Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials takes place or alternatively will assume responsibility for any such warranty that might otherwise have been provided. Contractor shall cause all manufacturers and suppliers offering warranties on their products to issue such warranties to Association. In addition to all manufacturer's and supplier warranties, Contractor warrants its work as provided in Exhibit "A" and Exhibit "B" hereof.

D. Contractor expressly warrants all work and materials provided under this Agreement to be fit for the purposes intended for the period as provided in Exhibit "A" and Exhibit "B" from the date of Final Acceptance, and thereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Association. In the event of Contractor's refusal to so restore same as aforesaid, Association may do said work and/or secure additional material after forty-eight (48) hours' notice to Contractor, and Contractor shall reimburse Association for such sum. Contractor shall cause all manufacturers and suppliers offering warranties on their products to issue such warranties to the Association for the maximum period of time granted by such manufacturers and suppliers. In no event shall the manufacturer's warranty exclude claims based on improper application of materials it being the intent of this paragraph to require that the Contractor and manufacturer coordinate to jointly inspect and approve the application of all materials.

E. Contractor shall only have ordered and delivered materials in quantities which are ready for use or installation for the Work intended to be performed within sixty (60) days from delivery of the materials, and Contractor shall assure that said materials are stored and protected as set forth in this Contract, including Section 7(E). Contractor shall also be responsible to replace any materials which have been ordered but no longer are in compliance with applicable building codes or permits.

9. **Hold Harmless:**

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Association and its officers, directors, members, agents, employees, and any Association designee or liaison under this Agreement (each being an "Indemnified Party" herein) from and against all claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from the performance of the Work and the obligations imposed by this Agreement, whether performed by Contractor or any subcontractor or materialman of Contractor, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or real property including the loss of use resulting therefrom, or (2) is caused in whole or in part by any intentional act, negligent act or omission of the Contractor, any subcontractor, sub-subcontractor, materialmen, or agents of any tier or their respective employees or anyone directly or employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The monetary limitation on the extent of this indemnification provided shall be in the amount of two times the Contract Sum of this Agreement. The parties hereto specifically acknowledge and agree pursuant to section 725.06, Florida Statutes that the monetary limitation on the extent of the indemnification provided to the Association bears a reasonable commercial relationship to the Contract and the work to be performed hereunder up to the insurance policy limits detailed in Article 6 herein. The parties further agree that this indemnification clause is incorporated into and made a part of the project specifications and bid documents. The parties agree that \$100.00 of the Contract Sum is specific consideration for the

indemnification provided by Contractor under this provision. (However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton, or intentional misconduct of Association or its officers, directors, agents, or employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages, in whole or in part, are caused by or result from the acts or omissions of Contractor or any of Contractor's contractors, subcontractors, sub-contractors, materialmen, or agents of any tier or their respective employees.) Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph.

B. In any and all claims against the Association or any of its members, agents or employees by any employee of the Contractor, any Subcontractor, anyone directly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 9 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. The monetary limitation on the extent of this indemnification provided shall be in the amount of \$1 million per year throughout duration of this contract not to exceed \$5 million per year. The parties hereto specifically acknowledge and agree pursuant to section 725.06, Florida Statutes that the monetary limitation on the extent of the indemnification provided to the Association bears a reasonable commercial relationship to the Contract and the work to be performed hereunder up to the insurance policy limits detailed in Article 6 herein. The parties further agree that this indemnification clause is incorporated into and made a part of the project specifications and bid documents. The parties agree that \$100.00 of the Contract Sum is specific consideration for the indemnification provided by Contractor under this provision. The foregoing indemnity from Contractor shall be applicable to all losses, damages, expenses or claims for damage or injury to any person or property resulting from the negligence, recklessness or intentional wrongful misconduct of Contractor and persons employed or utilized by Contractor relating to the performance of Work as described in this Contract.

10. **Liens:**

Notwithstanding Contractor's obligation to obtain a payment bond under this Agreement, as required under paragraph 6.H. herein, above, Contractor will save and keep the building or buildings, referred to in this Contract or the lands upon which they are situated free from all contractors' liens and all other liens by reason of its Work or any materials or other things used by Contractor therein. If Contractor fails to immediately remove such lien(s) by bonding or otherwise or if Contractor files a lien against the building(s) referred to in this Contract or the lands upon which they are situated, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor to pay the same reasonable attorney's fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are in the possession of Association. Contractor shall defend, protect, indemnify and save the Association harmless from all such claims at Contractor's

sole expense and cost, in the event such lien claimant commences an action against the Association on account of such lien claim, and Contractor shall reimburse the Association for any legal fees incurred due to any such lien.

11. **Waiver, Change and Interpretation:**

A. This Contract and all Exhibits, plans and specifications referenced herein, constitutes the entire understanding and agreement between the parties. No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Since this Contract has been mutually drafted by the parties hereto, any ambiguity shall not be construed in favor of nor against the other party. Further, the provisions, conditions, terms and covenants therein contained shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

B. No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of his obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof.

12. **Alterations:**

No alteration shall be made in the Work as shown or described in the drawings and specifications except as modified by applicable ordinances, requirements, laws, rules and regulations as of the date of this Contract, and except on the written authorization of Association, and when so made, the value of the Work or materials added or omitted and any extension or deduction from the time of completion necessitated thereby shall be computed and determined by Contractor, subject to the written approval and acceptance by Association, and the amount so determined shall be added to (if Contractor has not previously agreed to perform the additional Work under the terms of this Contract) or deducted from the sub-contract price or prices and time of completion. Contractor shall have no claim for the cost of additional Work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such Work and the cost and expenses thereof or time is stated on the face of a written change order. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written change order approved and accepted by Association shall be null and void. All change orders issued under this Contract shall be subject to all of the terms of this Contract.

13. **Assignment:**

Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the prior written consent of Association. Contractor shall use no subcontractors in the performance of this Contract without the prior written consent of Association.

14. **Severability:**

If any section, subsection, clause, phrase or word of this Contract shall be and is, for any reason, held or declared by a court of competent jurisdiction to be inoperative or void, such holding shall not affect the remaining portions of this agreement and it shall be construed to have been the intent of the parties hereto to have agreed without such inoperative or invalid part being contained herein so that the remainder of this Contract, after exclusion of such inoperative or invalid part, shall be deemed and held to be as valid as if such excluded part had never been included herein.

15. **Governing Law; Venue:**

This Contract shall be construed and enforced according to the laws of the State of Florida. This Contract is entered into in the State of Florida, and Sarasota County shall be the only venue for any litigation arising out of the Contract or as a result of the work performed pursuant to this Contract.

16. **Notices:**

A. Notices to the parties as provided herein shall be by hand delivery, certified mail, or overnight delivery to the following addresses:

As to Association:

Vintage Grand Condominium Association Inc.:
c/o Board President
4012 Crockers Lake Boulevard
Sarasota, Florida, 34238

With copies to the Association Attorneys:

Chad McClenathen, P.A.
783 South Orange Avenue, Suite 210
Sarasota, Florida 34236

and

Tannenbaum Scro, P.L.
Attn: Salvatore G. Scro, Esq.
1990 Main Street, Suite 725
Sarasota, FL 34236

As to Contractor:

RL. James, Inc. General Contractor
c/o Gary Wasser
711 60th Street Court East
Bradenton, FL 34208

As to the Engineer:

Delta Engineering & Inspection, Inc.
c/o Steven J. Mainardi, P.E.
10405 Technology Terrace
Lakewood Ranch, FL 34211

B. Any and all notices and demands given hereunder shall be deemed to have been given and received on the earliest to occur on the following: (a) upon personal delivery to the referenced parties; (b) upon receipt when sent via the United States mail, postage prepaid, or certified mail, addressed to the applicable parties at the addresses listed previously, or at such other addresses as may be designated by any party by written notice given in accordance herewith; or (c) upon receipt when sent via overnight delivery service. The address for any of the foregoing notice recipients may be changed by giving notice of the address change in the manner provided herein.

C. Contractor shall provide Owner not less than 5 business days written notice if the Work will limit access, ingress or egress by owners and residents to the project site or any area of a building or parking at the project site.

17. **Additional Provisions:**

A. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the work under the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

B. The parties shall attempt to settle any claim or controversy between them which concerns, relates to or arises from this Contract through consultation, negotiation in good faith, and a spirit of mutual cooperation. If either party concludes that settlement discussions have reached an impasse, the parties shall submit their dispute to mediation prior to any legal action being initiated, except in the case of a bona fide emergency. The Parties shall mutually agree upon the selection of a mediator and the date for mediation. The mediation shall be held in Sarasota County, Florida no later than thirty days after the date that the parties reached an impasse in communication, upon notice of request for mediation by either party and upon providing the opposing party with a choice of five mediators located within the State of Florida from which to choose, unless an agreed extension occurs due to the schedule of the chosen mediator. In the event

that the Parties cannot resolve their dispute at mediation, or if the parties are unable to schedule mediation in good-faith within the time permitted above, either party may proceed with legal action against the other in a court of competent jurisdiction.

C. Contractor shall be solely responsible for compliance with all requirements of Section 556.101, Florida Statutes, known as Florida's Underground Facility Damage Protection and Safety Act (UFDPSA), and shall comply with same prior to any excavation activities necessary to complete the Work, if any. Contractor shall be strictly liable for any damages occurring to any underground facilities, or to any surface area improvements, by reason of its failure to comply with such procedures.

D. Contractor shall immediately provide upon request supporting documents verifying the materials used or services provided in the course of Contractor's performance of Work.

E. Contractor, in cooperation with Owner, shall develop and implement a procedure providing advance notice to residents identifying parking in which work will be completed to enable residents to relocate vehicles as needed. Such work areas will be cordoned off and posted with "No Parking" and "Construction Area" or similar signs during the period in which Contractor is working. Contractor shall make all reasonable efforts to prevent damage to residents' vehicles and property, but will not be responsible for damage to vehicles parked in contravention of posted signs after Contractor has commenced work on the area of the parking for which prior notice to residents has been provided.

F. Contractor recognizes that the condominium shall be continuously occupied while the work is in progress. The work shall be scheduled and coordinated in order to minimize disruption to residents, guests and employees. Contractor shall limit unnecessary noise as much as possible, including the use of radios, construction equipment, remote telephones, and all unnecessary noise producing devices. The Contractor's personnel, including, but not limited to, the contractor's employees, subcontractors, sub-subcontractor's, independent contractors, and material suppliers shall be limited to specified work areas only. Construction workers shall not be allowed to loiter anywhere on or around Owner's property, before, during or after their working hours. Contractor's employees, subcontractors, sub-subcontractor's, independent contractors, and material suppliers, shall not use Owner's facilities at any time.

G. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

H. If Contractor shall at any time prior or subsequent to the execution of this Contract, have entered into another contract with Association and if there exists any default or threatened default by Contractor in its performance of this contract, then Association shall have the right to withhold any and all monies due or to become due to Contractor under such other contracts.

I. The provisions, rights and obligations set forth in Addendum “4” attached hereto and made a part hereof, shall also apply to this Contract.

J. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user’s sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

K. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data’s creator.

L. If either party files suit to enforce to enforce their rights under this Contract or in pursuit of any other cause of action arising from the Work, the prevailing party in such a suit shall be entitled to an award of reasonable attorney’s fees and costs, including fees and costs incurred on appeal. The sole and exclusive venue for any action filed under this Paragraph shall be the Circuit Court for Sarasota County, Florida.

M. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents, including any electronic version of such, together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings, including electronic version of such, will be delivered to Engineer for Owner.

18 **Engineer’s Status During Construction**

A. Visits to Site. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Engineer at an initial meeting at the site will provide Contractor with a schedule of stages of the Work at which mandatory inspection must be called for by Contractor. Contractor shall provide Engineer and Owner’s Representative of at least 48 hours notice of when a stage of the Work requiring mandatory inspection is to take place. Based on information obtained during such visits and inspections, Engineer, for the benefit of Owner, will determine if the Work is proceeding in accordance with the Contract Documents.

B. Rejecting Defective Work. Engineer will have authority to reject Work which Engineer determines in its professional judgment is defective or will not produce Work that conforms to the Contract Documents or where Contractor's design will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. To the extent Engineer's rejection is based on errors, omissions, etc. in the Contract Documents, and not Contractor's defective workmanship or unspecified materials, the Owner shall be liable for the rejection and remediation.

C. Decisions on Requirements of Contract Documents and Acceptability of Work. Engineer will be the initial interpreter of the requirements of the Contract Documents and initial judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to Final Acceptance is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 7 days of the event giving rise to the question.

D. Engineer will, with reasonable promptness, render a written decision on the issue referred.

19. **Claims**

A. Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the work under the Contract, and the Owner shall continue to make payments in accordance with the Contract Documents.

B. Engineer's Decision Required. All Claims shall be referred to the Engineer for initial decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims if Engineer's decision is made as required below.

C. Notice: Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 10 days) after the start of the event (or a party's knowledge of the event, actual or constructive). The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 30 days after the end of such event. A Claim for an adjustment in Contract Sum and/or Contract Time shall be prepared in accordance with the Contract. Each final Claim notice shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of the event. The opposing party shall submit any response to Engineer and the claimant within 15 days after

receipt of the claimant's last submittal. Engineer shall allow additional time for any submittal if reasonable and appropriate to the circumstances.

D. Engineer's Action: Engineer will review each Claim and, within 15 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, may deny or approve the Claim in whole or in part take one of the following actions in writing with clear explanation of the basis for the decision:

E. Engineer's Failure to Act. Engineer's failure to take action within 30 days or its notification to the parties that Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so is a denial upon which either party can take action.

F. Engineer's Decision. Engineer's written action or denial pursuant to this Section shall be final and binding upon the parties, unless Owner or Contractor initiate an action or arbitration regarding the dispute.

G. No Claim for an adjustment in Contract Sum or Contract Times will be valid if not submitted in accordance with this Contract if the variation in time or process materially prejudices Owner's ability to manage or address the circumstances of the Claim.

20. **Suspension of Work and Termination.**

A. Owner May Terminate For Convenience. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Owner shall pay Contractor for:

1. Work executed in accordance with the Contract Documents prior to the effective date of termination, based on a pro rate percent of the Contract Sum;
2. Work done to prepare the Site for safety and protection for the termination at then current time and material rates;
3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and
4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

C. Owner May Suspend Work at any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Owner shall be responsible to pay Contractor for all Contractor's necessary costs and expenses for such things as protecting the Work during the suspension, any rental items that cannot be returned or used elsewhere during the suspension, any costs related to holding personnel availability, and the additional demobilization and remobilization due to the suspension. Owner shall continue to make monthly progress payments for Work performed before or during the suspension. Contractor shall resume the Work on the date fixed in the suspension notice. Contractor may terminate the Contract for convenience if a suspension or aggregate of suspensions go beyond 90 days.

D. Owner May Terminate for Cause. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule due to Contractor's primary fault.;

2. Contractor's violation of Laws or Regulations of any public body having jurisdiction that are the responsibility of a contractor;

3. Contractor's disregard of the authority of Owner's Representative or Engineer properly exercised under this Contract, in good faith, in compliance with Laws and Regulations; or

4. Contractor's failure to remedy a breach of a material provision of the Contract Documents after a reasonable opportunity to cure.

5. If one or more of the events above are a material breach and Owner elects to exercise its right to terminate, Owner may terminate all or part of the Contract for cause by giving Contractor detailed written notice of the default. If the default is curable, Owner shall indicate a cure period. If the default is not subject to cure or if the cure period expires without correction of the default, Owner may give Contractor notice of termination. Contractor shall demobilize by the required date and turn over all material paid for by Owner.

21. **Miscellaneous.**

A. Computation of Times. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

B. Cumulative Remedies. The duties and obligations imposed by the Contract and the rights and remedies of the parties are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, or by other provisions of the Contract Documents, unless otherwise expressly provided. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

C. Survival of Obligations. All provisions that by their nature are intended to extend beyond final payment shall remain in effect as applicable.

D. Controlling Law. This Contract is to be governed by the law of the State of Florida.

E. Headings. Article and paragraph headings are inserted for convenience only and do not constitute parts of the Contract.

22. **Statutory Notice:**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

We the parties below acknowledge that we have read and understand Section 22 above:

ASSOCIATION:

Vintage Grand Condominium Association, Inc.

By: _____, President

DATED this _____ day of June, 2018, at Sarasota County, Florida.

CONTRACTOR:

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

By: _____, President

DATED this ____ day of June, 2018, at Sarasota County, Florida.

23. Terminology: The terminology in this Agreement shall have the same meaning as set forth in Section 1.1 “Terminology” of Exhibit “B” “Additional Conditions”, unless specifically provided otherwise in this Agreement.

19. **Contract Signatures:**

We the parties below agree to the terms and conditions set forth in the Construction Contract:

ASSOCIATION:

Signed, sealed and delivered

Vintage Grand Condominium Association, Inc.

in the presence of:

Witness As To Association

By: _____
_____, President

Witness As To Association

(Corporate Seal)

CONTRACTOR:

Signed, sealed and delivered

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

in the presence of:

Witness As To Contractor

By: _____
_____, President

Witness As To Contractor

(Corporate Seal)