

CONSTRUCTION CONTRACT

THIS CONSTRUCTION CONTRACT is made and entered into this 23rd day of April 2024, by and between **VINTAGE GRAND CONDOMINIUM ASSOCIATION INC.**, a Florida corporation not-for-profit (hereinafter referred to as “Association”) responsible for the improvement, operation, and maintenance of the common areas of Vintage Grand Condominiums located at 4012 Crockers Lake Boulevard, Sarasota, Florida, 34238 and **IMPACT HOMES INC.**, a Florida corporation, located at 17080 Best Ave Port Charlotte, Florida License No: CGC1505665 (hereinafter referred to as “Contractor”).

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, strictly according to the specifications, terms and conditions of the PROJECT MANUAL by WJA-103123.01 (dated 4/11/24, 110 pages) attached hereto and incorporated herein as Exhibit “A”, ADDENDUM TO JOB SPECIFICATIONS (dated 4/12/24, 1 page) attached hereto and incorporated herein as Exhibit “B”, IMPACT HOMES PROPOSAL (dated 1/05/2024) attached hereto and incorporated herein as Exhibit “C”, SCHEDULE OF VALUES (2 pages) attached hereto and incorporated herein as Exhibit “D”, SAMPLE WARRANTIES (dated 4/15/24, 3 pages) attached hereto and incorporated herein as Exhibit “E”, PROJECT SCHEDULE (dated 4/11/24, 1 page) attached hereto and incorporated herein as Exhibit “F”, PROJECT SUBMITTALS (dated 4/11/24, 22 pages) attached hereto and incorporated herein as Exhibit “G”, and briefly described as follows:

“Roof Replacement and Related Work”

INCLUDE PAYMENT AGREEMENT TERMS (As Per Exhibit D)

TOTAL CONTRACT.....\$ 2,099,000.00

B. In the event any of the terms or conditions provided in Exhibits attached conflict with any other provision of this Contract, this Contract shall prevail.

C. The Association’s Engineer shall be Rimkus Consulting Group, Inc. Dba Delta Engineering & Inspection (“Engineer”). The Association shall have the unilateral right to change the Engineer at any time.

2. **Timely Completion:**

A. The Work to be performed under this Contract shall be commenced not later than April 23, 2024 provided materials have been delivered to the site, and, subject to authorized adjustments, all work shall be substantially completed no later than 280 calendar days (including Saturday, Sundays, and approved holidays) from date of mobilization of the project, unless extended per contract documents. The Association’s Engineer, the Association’s manager, or other

designated individual shall determine the date of substantial completion.

B. 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.

C. Contractor agrees to obtain any and all permits immediately 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. Failure to fully complete the project within the time fixed in the Contract 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 is not substantially completed by the completion date, Contractor shall pay Association as liquidated damages (or Association may withhold from payment due Contractor) the sum of Five Hundred Dollars (\$500.00) for each day of such delay. The above-referenced liquidated damages amount shall be applicable and payable to the Association without proof of special damages.

D. 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. Contractor shall make payments promptly to its vendors, contractors and for material used by it in the performance of its Work. 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).

3. **Contract Price and Payments:**

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 **Two Million, Ninety Nine Thousand, and 00/100 Dollars (2,099,000.00) plus unit price work add/deduct pricing as set forth on Exhibit "C" which is attached hereto and incorporated herein.**

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 in accordance with this Contract.

C. The total number of unit price items of Work actually performed may be 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, such additional quantities will be charged at the unit price set forth in Exhibit "C". In the event of additional work required to be performed that is not covered by the unit price items specified in Exhibit "C", 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. All changes to the scope of work (and related price changes) must be pre-established through a written change order and executed by all parties.

D. The unit price items of Work specified in Exhibit "C", that are not included in the Contract Sum shall only be performed with an executed written change order, and payment will only be due on work that unit price quantities have been verified and approved by the Engineer.

E. Association shall remit payment to the Contractor according to the payment schedule and procedures contained in Exhibit "D" hereof. Contractor shall provide original releases from subcontractors and material manufactures and suppliers prior to partial payment. Final payment shall not be due to Contractor until the completion of all Work and Contractor's satisfaction of any items contained on punch lists prepared by the Association's Board of Directors, its management company or its Engineer.

F. Upon full and final completion by Contractor of the Work, the Work will be inspected by Association or Association's representatives. Any objections to Work performed shall be given in writing to Contractor within twenty (20) business days of the Contractor's written notice to Association 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, material manufacture or supplier working on the Project, on forms provided by Association, indicating that all subcontractors, laborers, material manufacture 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 or its representatives, and no payment shall be due under the Contract if Association does not approve of the Work completed under the Contract.

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 seven (7) business 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.

I. 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.

J. 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) business days' written notice, terminate the services of the Contractor. In the event of termination, the Association shall be responsible for the daily labor rate, limited to hours worked, not to exceed \$500.00 per day for days actually worked prior to the termination and shall be responsible for all material and costs purchased to date for the project if the project is terminated. 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.

K. As a condition precedent to the Association's obligation to make progress payments to Contractor, Contractor shall furnish the Association 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.

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 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 in the contact documents. 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.

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 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. The Contractor shall also use best efforts to minimize the likelihood of any work stoppage or other labor disturbance. Contractor shall at all times enforce strict no smoking among its employees or subcontractors anywhere on the property. Contractor shall at all times enforce strict no audible music from radios, audio players, or any other audible music producing device among its employees or subcontractors anywhere on the property. The Association shall have the right to demand removal of any worker 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 Contract. 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 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 or indirectly 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 one or more persons who shall act as liaison with Contractor, shall inspect the Work and shall otherwise act for Association under this Contract.

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. as an additional insured 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).

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. General Liability Insurance with the following limits:

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate.....	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Associations & Contractors Protective:	
Each Occurrence	\$2,000,000

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.....	\$500,000
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Bodily Injury Liability/Per Person.....	\$500,000
Property Damage Liability/Each Occurrence	\$50,000
General Aggregate	\$1,000,000

F. 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 \$100,000 per accident. This policy shall contain a waiver of subrogation in favor of Vintage Grand Condominium Association Inc.

G. 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 Contract during such time as said insurance policies are not in full force and effect.

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. Contractor shall secure all stages, ladders and other equipment, materials and supplies, at the end of each Work day. 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 replacement of any damaged asphalt or sod.

B. If after two (2) business 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 or replacement 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 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.

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 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 (2) business days' 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. The sample warranties are attached to this contract as Exhibit "E".

D. Contractor expressly warrants all work and materials provided under this Contract to be fit for the purposes intended for the period as provided in Exhibit "A", Exhibit "B", and Exhibit "E" 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 ten (10) business days' notice to Contractor, and Contractor shall reimburse Association for such sum, or Association shall be entitled to withhold those sums. 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.

9. **Indemnification and 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 Contract (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, 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, and (2) is caused in whole or in part by any intentional act, negligence, or omission of the Contractor, any subcontractor, sub-subcontractor, materialmen, or agents of any tier or their respective employees or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. 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 or indirectly 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 parties further agree that this indemnification clause is incorporated into and made a part of the project specifications and bid documents.

C. The duty to defend under this paragraph (or elsewhere in the Contract) is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of Contractor or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Contractor. Contractor obligation to indemnify and defend under this paragraph (or elsewhere in the Contract) will survive the expiration or earlier termination of this Contract until it is determined by final judgment that an action against any indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

10. **Liens:**

A. 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 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:**

A. 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 Glenn Aitelli
4012 Crockers Lake Boulevard, Sarasota,
Florida, 34238

As to Association's Attorney:

Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.

c/o Telese L. Zuberer, Esq.
2033 Main Street, Suite 600
Sarasota, FL 34237

As to Contractor:
Impact Homes Inc.
c/o Rob Prima
17080 Best Ave, Port Charlotte Florida 33954

As to the Engineer:
Rimkus Consulting Group, Inc.
Dba Delta Engineering & Inspection
c/o Glenn W. Warburton, 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.

17. **Force Majeure:**

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, Acts of God, pandemics, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

18. **Hurricanes/Tropical Storms:**

Should adverse conditions such as severe inclement weather such as a Tropical Storm, Hurricane Watch and /or a Hurricane Warning be forecasted, Contractor shall take all necessary precautions to remove any equipment, staging, or scaffolding which could be moved by the winds and become projectiles. In the event of inclement weather as described above, Contractor shall protect exposed interior portions of the Work in progress where windows or sliding glass doors have been removed or areas susceptible to damage, with protection equal to or better than pre-existing conditions including frames for these components, but in no event with protection less effective than plywood sheathing suitable to withstand one hundred forty (140) mile per hour winds and resultant driven rains. Should

Contractor be directed by Association to do so, these precautionary measures will be performed on based upon a man hour rate of \$50 per hour plus the actual cost of material basis plus a 5% fee for overhead, profit and all other charges and fees which cost for shall be paid by Association. For such charges, Contractor shall provide the Association with complete supporting documentation including time-slips, invoices and other documentation that the Association may reasonably require. Contractor shall be responsible for restoring the premises and repairing other damage created during performance of the Work resulting from Contractor's failure to comply with obligations hereunder.

19. **Additional Provisions:**

A. The prevailing party in any action arising out of or relating to this Contract will be entitled to recover all attorney's fees incurred in any way in connection with the matter, whether during litigation or in any appellate proceedings specifically including but not limited to attorneys' fees and costs, including attorneys' fees and costs to establish entitlement to an amount of attorneys' fees. Venue shall be exclusively and solely in Sarasota County, Florida.

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 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 Sarasota County, 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 Association, 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 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 the Association's property, before, during or after their working hours. Contractor's employees, subcontractors, sub-subcontractor's, independent contractors, and material suppliers, shall not use the Association's facilities at any time.

20. **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 20 above:

DATED this 24th day of APRIL, 2024, at Sarasota County, Florida.

ASSOCIATION:

Vintage Grand Association Inc.

By: Charles B. Burt, President

CONTRACTOR:

Impact Homes Inc.

By: [Signature], Principal


DATED this 23 day of April, 2024, at Sarasota County, Florida.

21. **Contract Signatures:**

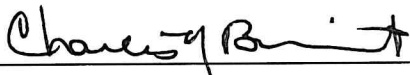
We the parties below agree to the terms and conditions set forth in the Construction Contract:

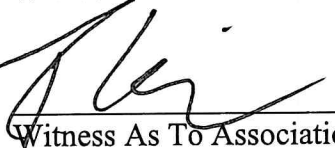
ASSOCIATION:

Signed, sealed and delivered in the presence of: VINTAGE GRAND CONDOMINIUM ASSOCIATION INC,



Witness As To Association

By: _____
 _____, President



Witness As To Association


CONTRACTOR:

Signed, sealed and delivered in the presence of:

IMPACT HOMES INC.



Witness As To Contractor

By: _____
 _____, Principal



Witness As To Contractor

(Corporate Seal)

