

## **Agreement Between Owner and Contractor for a Small Commercial Project**

**AGREEMENT** made as of the 18<sup>th</sup> day of July of 2018

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**BETWEEN** the Owner:

*(Name, legal status, address and other information)*

Lauderdale West Condominium Association No. 1, Inc.  
1141 NW 85<sup>th</sup> Avenue  
Plantation, FL 33322

and the Contractor:

*(Name, legal status, address and other information)*

Bayshore Construction Group, LLC  
13680 NW 5<sup>th</sup> Street, Suite 220  
Sunrise, FL 33325

for the following Project:

*(Name, location and detailed description)*

**Dock Repair**  
1141 NW 85 Avenue  
Plantation, FL 33322

The Architect (for purposes of this Agreement "Architect"  
shall mean the engineer identified herein):

*(Name, legal status, address and other information)*

Chaiban Engineering Consultants, Inc.  
2787 E. Oakland Park Blvd., Suite 211  
Fort Lauderdale, FL 33306

The Owner and Contractor agree as follows.

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**ARTICLE 1 THE CONTRACT DOCUMENTS**

§ 1.1 The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of:

- 1. this Agreement signed by the Owner and Contractor;
- 2. the drawings and specifications prepared by the Architect, and enumerated as follows:  
See List of Drawings, attached hereto as Exhibit "A"

Drawings Number	Title	Date
Specifications Section	Title	Pages

- 3. addenda prepared by the Architect  
Number Date Pages
- 4. written orders for changes in the Work issued after execution of this Agreement; and
- 5. other documents, if any, identified as follows:

"Dock Repair Proposal" from Bayshore Construction Group, LLC, dated 7/18/2018, attached hereto as Exhibit "B".

**ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

§ 2.1 The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement ("Date of Commencement") of the Work shall be the date upon which Contractor receives all permits necessary to complete the Work. The Contractor shall substantially complete the Work no later than ninety (90) calendar days from the Date of Commencement, subject to adjustment as provided in Article 10 and Article 11 (the "Contract Time").

**ARTICLE 3 CONTRACT SUM**

§ 3.1 Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Thirty-seven thousand seven hundred fifty dollars (US\$ 44,700).

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

See Schedule of Values, attached hereto as Exhibit "C".

Portion of Work	Value
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§ 3.3 Unit prices, if any, are as follows:

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 3.5 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

§ 3.6 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work.

**ARTICLE 4 PAYMENT**

§ 4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

- a) Contract Execution: \$2,000
- b) Receipt of Permit: \$25,000
- b) Every 30 days after the Commencement Date and after receipt of the corresponding Invoice in writing
- c) Final Payment of ten percent (10%) of the Contract Sum shall be paid upon receipt of Certificate of Completion issued by the City of Plantation.

All payments shall be made within five (5) calendar days of submittal by Contractor.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.

One percent (1%) per month.

**ARTICLE 5 INSURANCE**

§ 5.1 The Contractor shall provide Contractor's general liability and other insurance as follows:

Copy of insurance certificate attached hereto

§ 5.2 The Owner shall provide property insurance to cover the value of the Owner's property, including any Work provided under this Agreement. The Contractor is entitled to receive the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

**ARTICLE 6 GENERAL PROVISIONS**

**§ 6.1 THE CONTRACT**

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

**§ 6.2 THE WORK**

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

**§ 6.3 INTENT**

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by

the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

#### **§ 6.A OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and material or equipment suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

#### **ARTICLE 7 OWNER**

##### **§ 7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, the Owner shall obtain and pay for other necessary approvals, easements, assessments and charges.

##### **§ 7.2 OWNER'S RIGHT TO STOP THE WORK**

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

##### **§ 7.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Contract Sum shall be adjusted to deduct the cost of correction from payments due the Contractor.

##### **§ 7.4 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS**

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

§ 7.4.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

#### **ARTICLE 8 CONTRACTOR**

##### **§ 8.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies or omissions discovered to the Architect.

##### **§ 8.2 CONTRACTOR'S CONSTRUCTION SCHEDULE**

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

##### **§ 8.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

§ 8.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

##### **§ 8.4 LABOR AND MATERIALS**

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the

Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

#### § 8.5 WARRANTY

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

*Contractor shall, at its sole cost and expense, make good any faulty, defective or improper work, in whole or in part, discovered and reported in writing to Contractor by Owner, within one year of the date of the acceptance, Substantial Completion or beneficial use of the Work, whichever is earlier; however, Contractor has no warranty obligations whatsoever unless all progress and final payments, including change orders have been made to Contractor. THE LIMITED WARRANTY STATE ABOVE IS IN LIEU OF ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Liability under this warranty is limited to replacement of work or materials only. Under no circumstances is Contractor responsible for consequential damages.*

#### § 8.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes that are legally required when the Contract is executed.

#### § 8.7 PERMITS, FEES AND NOTICES

§ 8.7.1 The Contractor shall obtain and Owner shall pay for the building permit, including master and sub-permits, and other permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules and regulations.

#### § 8.8 SUBMITTALS

The Contractor shall promptly review, approve in writing and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

#### § 8.9 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents and the Owner.

#### § 8.10 CUTTING AND PATCHING

The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

#### § 8.11 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery and surplus material, and shall properly dispose of waste materials.

#### § 8.12 INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

#### ARTICLE 9 ARCHITECT

§ 9.1 If requested by the Owner, the Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.2 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods,

techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.3 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.4 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.5 The Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request from either the Owner or Contractor.

§ 9.6 Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.7 The Architect's duties, responsibilities and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

#### ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly in writing. Additions to the Work shall be charged at Contractor's actual cost, plus 15% for general conditions, overhead & profit. Deletions to the Work shall be made at Contractor's actual cost. In the event a change results in Additions and Deletions, the Contract Sum shall be adjustment by the net difference, including overhead and profit, if applicable.

§ 10.2 The Architect will have authority to order minor changes in the Work not involving changes in the Contract Sum or the Contract Time and not inconsistent with the intent of the Contract Documents. Such orders shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall carry out such orders promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

#### ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed as any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

#### ARTICLE 12 PAYMENTS AND COMPLETION

##### § 12.1 CONTRACT SUM

The Contract Sum stated in the Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

##### § 12.2 APPLICATIONS FOR PAYMENT

§ 12.2.1 Contractor shall submit to the Owner an itemized Application for Payment (and/or an invoice) for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

##### § 12.4 PROGRESS PAYMENTS

§ 12.4.1 After Contractor has submitted a Payment Application to Owner, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

#### § 12.5 SUBSTANTIAL COMPLETION

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. For the purposes of this Agreement, Substantial Completion shall be defined as the date upon which the City of Plantation issues a Certificate of Completion for the Work.

§ 12.5.2 When the Work or designated portion thereof is substantially complete, the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish the responsibilities of the Owner and Contractor, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

#### § 12.6 FINAL COMPLETION AND FINAL PAYMENT

§ 12.6.1 Final Retention Payment shall not become due until the Contractor submits to the Owner releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

#### ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury or loss to employees on the Work, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

#### ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

#### ARTICLE 15 MISCELLANEOUS PROVISIONS

##### § 15.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

##### § 15.2 TESTS AND INSPECTIONS

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections or approvals that do not become requirements until after the Contract is executed.

##### § 15.3 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

**ARTICLE 16 TERMINATION OF THE CONTRACT**

**§ 16.1 TERMINATION BY THE CONTRACTOR**

If the Owner fails to make payment as provided in Section 12.4.1 for a period of 15 days, the Contractor may, upon three additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

**§ 16.2 TERMINATION BY THE OWNER FOR CAUSE**

§ 16.2.1 The Owner may terminate the Contract if the Contractor

1. repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
2. fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
3. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
4. is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

1. take possession of the site and of all materials thereon owned by the Contractor, and
2. finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2. 1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

**§ 16.3 TERMINATION BY THE OWNER FOR CONVENIENCE**

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination at that specific time & date along with scheduled overhead and profit on the Work not executed.

**ARTICLE 17 OTHER TERMS AND CONDITIONS**

*(Insert any other terms or conditions below.)*

This Agreement entered into this \_\_\_<sup>th</sup> day of the month of July of the year two thousand eighteen (2018).

Lauderdale West Condominium Association No. 1, Inc.

Bayshore Construction Group, LLC

  
OWNER or LEGAL REPRESENTATIVE (Signature)

JOANNE NUNE  
PRESIDENT

  
CONTRACTOR (Signature)

Christopher J. MacNair, President  
LICENSE NO.: CGC 1520914  
TIJRISDICTION: State of Florida





## DOCK REPAIR PROPOSAL

July 18, 2018

Kristy Woods  
Lauderdale West Community Association 1, Inc.  
1141 NW 85<sup>th</sup> Avenue  
Plantation, FL 33322

**Subject: Lauderdale West Community Association 1, Inc.  
Dock Repair Proposal**

Dear Kristy:

Thanks for the opportunity to provide the Lauderdale West Community Association with this Repair Proposal for the dock located at 1141 NW 85<sup>th</sup> Avenue, Plantation, Florida 33322.

Based on the plans by Chaiban Engineering Consultants, Inc., dated August 8, 2017 (the "Plans"), our proposal consists of the following scope of work:

1. **GENERAL CONDITIONS:** Liability and worker's compensation insurance, supervision, copies/reproductions, preparation and processing of permit documents, disposal fees, deliveries, misc. labor and materials.
2. **DOCK REPAIR:** Provide, install all pressure-treated wood beams and joists, metal connectors, rods, straps and screws and trex deck material, as generally shown on the Plans.

Our price for the above work, including taxes and delivery charges, contractor overhead and profit is **\$44,700**. Note that since a building permit has not yet been obtained, additional work or requirements may be added to the scope of work which could increase the price.

Please note the following additional terms and conditions:

**A. EXCLUSIONS:** the following items are not included in our Proposal:

- a) Permit fees
- b) Design or testing fees
- c) Silt barriers
- d) Painting
- e) Seating benches
- f) Electric
- g) Builder's risk insurance
- h) Any item not specifically provided above. If unforeseen conditions arise during construction, price may need to be increased

**B. QUALIFICATIONS:** the following Qualifications are incorporated into our Proposal:

- a) It is assumed that the existing concrete piles and concrete shoreline bulkhead are structurally sound and can accept the proposed improvements. The Plans call for contractor to verify embedment and structural integrity of the existing concrete piles. This requirement needs to be fulfilled by an outside consultant prior to the commencement of the work and is not included in our scope.
- b) The association will allow the use of 1 parking space near the work area for storing a trash dumpster and materials for the duration of the work.

**C. ADDITIONAL WORK:** any changes, revisions or additional work not set forth in the base contract amount shall be billed at actual cost plus 15% (except permit fees, which shall be billed at cost).

**D. PAYMENT TERMS:**

- a) Deposit: 20% paid upon execution of AIA contract
- b) Monthly draws thereafter based upon % of completion

If you have any questions or would like to discuss this proposal further, please do not hesitate to give me a call.

Sincerely,

Christopher J. MacNair  
President  
License # CGC 1520914

**ADDENDUM TO  
AGREEMENT BETWEEN OWNER AND CONTRACTOR  
FOR A SMALL COMMERCIAL PROJECT**

THIS ADDENDUM TO AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR A SMALL COMMERCIAL PROJECT (this "Addendum") is made and entered into this \_\_\_\_\_ day of April, 2019, by Lauderdale West Condominium Association No. 1, Inc., a Florida not for profit corporation, (hereinafter referred to as the "Association" and/or "Owner"), whose principal address is 1141 NW 85<sup>th</sup> Avenue, Plantation, FL 33322, and Bayshore Construction Group, LLC, a Florida limited liability company (the "Contractor"), whose principal address is 13680 NW 5<sup>th</sup> Street, Suite 200, Sunrise, FL 33325.

**WITNESSETH:**

WHEREAS, Contractor and the Association have entered into that certain Agreement Between Owner And Contractor for a Small Commercial Project, of even date herewith (the "Agreement");

WHEREAS, pursuant to the Agreement the Contractor shall perform the repair Work to the Association's dock, (the "Dock"), which is located on property controlled by the Association (the "Association's Property");

WHEREAS, the parties are desirous of amending the Agreement in accordance with the terms as hereinafter set forth; and

WHEREAS, the Contractor possesses the necessary ability and skill to perform the Work and provide the services hereunder.

NOW, THEREFORE, for the sum of TEN (\$10.00) DOLLARS and in consideration of the mutual covenants, representations and warranties contained in this Agreement and for other good and valuable consideration paid by the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by this reference, including any exhibits. Any terms capitalized but not defined herein shall have the meaning ascribed to them in the Agreement.
2. **Conflict.** The parties agree that if there is an inconsistency between the terms of this Addendum and the Agreement, then the terms of this Addendum shall control, followed by the Agreement.
3. **Additions and Deletions to the Agreement.**

(a) Article 2 titled "Date of Commencement and Substantial Completion" is amended as follows (deletions are ~~stricken~~ and additions are underlined):

**ARTICLE 2 DILIGENT COMPLETION OF WORK / TIME FOR PERFORMANCE.** The number of calendar days available to the Contractor to substantially complete the Work is the Contract Time. The date of commencement ("Date of Commencement") of the Work shall be the date upon which Contractor receives all permits necessary to complete the Work. Within Fourteen (14) days after this Agreement is signed by both parties, the Contractor shall make application for the building permit(s) for the performance of the

Work and shall diligently pursue such application and shall commence Work within seven (7) days of permit issuance. The Contractor shall substantially complete the Work no later than ninety (90) calendar days from the Date of Commencement (the "Substantial Completion Date"), subject to adjustment as provided in this Agreement Article 10 and Article 14 (the "Contract Time"). The Contractor agrees to pursue diligently and continuously the completion of the Work, and, once having started the Work, will proceed continuously, diligently and expeditiously with its vigorous prosecution until Final Completion.

(b) Section 3.1 of the Agreement is amended as follows (deletions are stricken and additions are underlined):

~~...Thirty seven thousand seven hundred fifty dollars.~~ Forty Four Thousand Seven Hundred and 00/100 Dollars (US \$44,700).

(c) Section 4.1 of the Agreement is amended as follows (deletions are stricken and additions are underlined):

4.1 Based on Contractor's Applications for Payment, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

a) Contract Execution: \$2,000

b) Receipt of Permit: ~~\$25,000~~ \$5,000

bc) Every 30 days after the Commencement Date and after receipt of the corresponding invoice in writing based on work actually completed.

ed) Final payment of ten percent (10%) of the Contract Sum (which amount equals \$4,470) shall be paid upon receipt of ~~Certificate of Completion issued by the City of Plantation~~ Final Completion (the "Final Retention Payment").

All payments shall be made within ~~five (5)~~ ten (10) calendar days of submittal by Contractor.

(d) Article 5 titled "Insurance" shall be deleted from the Agreement and replaced with the following:

**ARTICLE 5 INSURANCE.** The Contractor agrees to furnish insurance, including Workman's Compensation, Automobile Liability and Commercial General Liability Insurance with limits of at least One Million Dollars and 00/00 (\$1,000,000.00) Dollars for each occurrence, and property damage of at least One Million Dollars and 00/00 (\$1,000,000.00) Dollars. The Contractor agrees to require any subcontractor to maintain minimum insurance requirements as set forth by the Association. The Contractor and any permitted subcontractor agree to name the Association as additional insured, and as a party to receive all notices issued pursuant to the policy and to make any claim thereunder and to receive thirty (30) days prior written notice for any policy modification or cancellation. The Contractor, and any permitted subcontractor agrees to supply the Association with evidence of insurance policies in full force and effect during the entire course of work to be performed. It is understood that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and Contractor agrees to replace said policies promptly. Contractor and any permitted subcontractor agree that it shall perform no work under this Agreement during such time as said insurance policies are not in full force and effect. A copy of the Contractor's Certificate of Insurance is attached hereto as Exhibit "A" and incorporated herein. The Contractor

acknowledges that it is an independent contractor as defined in Florida Statute 440.02.

(e) The following additional terms shall be added to Article 6 of the Agreement titled "General Provisions":

**6.5 PERFORMANCE OF WORK.** The Contractor covenants and agrees to perform the Work in strict accordance with this Addendum, the Agreement and the Contract Documents. The Association's Property is ready to receive the Work. Following the inspection, the Association's Property shall prepare a report disclosing any noted defects and/or damage to the Association's Property, and shall furnish the report to the Association. The Contractor shall not work on any surface or site condition deemed not ready to receive the Work.

**6.6 OCCUPANCY.** The Unit Owners, guests, and invitees will continue to occupy the Association Property during the performance of the Work. The Contractor shall at all times conduct its operations as to ensure the least inconvenience to the Association, Unit Owners, guests, and invitees, and the general public. The Contractor shall coordinate the construction schedule for the Work with Joanne Hill or another person designated by her (the "Association Representative(s)") in advance in order for the Association and the Contractor to relocate or protect people, personal effects, automobiles, and property from intrusion, damage or interference from construction equipment or construction methods resulting from construction procedures. The Contractor is responsible for properly protecting all property and persons during the construction process and shall be responsible for any damages, liabilities and costs relating to any failure to do so.

**6.7 QUALITY ASSURANCES.** The Contractor shall verify that all surfaces and conditions at the Work site are ready to receive the Work, and that such Work is in strict conformance with all applicable laws and rules promulgated by all applicable governmental agencies (including giving notices required by law). The Contractor and any subcontractors, shall satisfy themselves as to the condition of the project site and items existing thereon, and the conditions under which the Work is to be performed, including, without limitation: (1) the location, condition, layout and nature of the project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment and (5) other similar issues. The Association assumes no responsibility or liability for the physical condition or safety of the Work site or any improvements located on the Work site. Notwithstanding anything in the Agreement to the contrary, the Association shall not be required to make any adjustment in the Contract Time in connection with any failure by the Contractor or any subcontractor to comply with the requirements of this paragraph.

**6.8 QUALITY CONTROL.** The Contractor shall monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents, and the Association's Representative shall have the right (but not obligation) to monitor and inspect the Work to assure that all specifications and requirements are being met in accordance with the Contract Documents. The Contractor shall meet with the Association's Representative as often as is reasonably required by the Association's Representative to assure that all specifications and requirements are being met in accordance with the Contract Documents

**6.9 WORKSPACE AND STORAGE.** The Contractor shall arrange with the

Association for working space, space for storage of material and access to the areas where the Contractor will perform the Work. Storage space is available only for materials to be incorporated in the Work and for construction tools and equipment to be used in connection with the Work. The Contractor will be responsible for securing all materials and equipment placed in the staging and storage area and it is the sole responsibility of the Contractor to secure, safeguard and protect its material and operation from damage or theft until installed. All such materials, tools and equipment shall be stored on the site only in those specific areas designated by Association and, if they are stored otherwise, Association shall have the right to cause their removal and storage at the expense of the Contractor. The Contractor shall confine operations at the Work site to areas permitted by law, ordinances, rules and regulations, permits and the Contract Documents shall not unreasonably encumber the Work site or Association Property with materials or equipment.

(f) Section 8.3.1 of the Agreement shall be deleted and replaced in its entirety as follows:

**8.3.1.** Contractor shall supervise and direct the design, fabrication and installation of the Work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures for coordinating all portions of the Work under this Contract. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall take all reasonable protection to prevent damage, injury or loss to all real or personal property of the Association. Further, it is the sole responsibility of Contractor to secure, safeguard and protect its materials and operation from damage or theft. Contractor shall promptly remedy all damage or loss to real or personal property caused in whole or in part by Contractor or anyone directly or indirectly employed by him, or by anyone for whose acts any of them may be liable.

(g) Section 8.5 of the Agreement titled "Warranty" shall be deleted and replaced in its entirety as follows:

**8.5 WARRANTY.** Contractor warrants to Association that all materials and equipment incorporated in the Work will be new, and that all Work will be of good quality, free from faults and defects, flaws and deficiencies. Any and all components of the Work not conforming to these standards shall be considered defective. Further, Contractor expressly and unconditionally warrants and guarantees all labor and materials and materials provided to be fit for the purposes intended, including, but not limited to, any failure for a period of one (1) year from the Final Completion (the "Warranty Period") (not to be prorated from date of final acceptance of the Work performed herein). Contractor hereby agrees that during the Warranty Period, any flaws or deficiencies in any component of the Work or materials incorporated into the Work shall be corrected, replaced, and/or restored (as the case may be) to first class working order at no cost or expense to the Association, normal wear and tear excluded. Contractor further warrants that it will comply with all manufacturer's specifications and requirements, and shall assign all manufacturer's warranties to Association, if any, immediately upon completion of the Work.

(h) Section 8.7.2 of the Agreement shall be deleted in its entirety and replaced with the following:

**8.7.2 COMPLIANCE WITH LAWS.** The Contractor shall give all applicable notices and

comply with all local ordinances, requirements of City and County building codes and Federal and State authorities applicable to the Work, local sanitary laws, rules and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Agreement, without any extra charge, and provide any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Further, the Contractor will pay all workers' compensation, social security and all other local, state and federal taxes and obligations imposed upon it as an employer in connection with the performance of this Agreement, and will furnish evidence, when required by the Association, showing that all such payments have been paid.

(i) Section 8.12 of the Agreement titled "Indemnification" shall be deleted and replaced in its entirety as follows:

**8.12 INDEMNIFICATION AND HOLD HARMLESS.** To the fullest extent permitted by law and to the extent caused in whole or in part by Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or over whom they exercise control, the Contractor shall indemnify, defend and hold harmless the Association, its officers, directors, members, agents and employees from and against any and all claims, demands, actions, liabilities, losses, damages, or expenses (including but not limited to fees and charges of attorneys, consultants, expert witnesses, and other professionals and court and/or arbitration costs) which may arise from the following: (a) alleged or actual bodily injury, personal injury, sickness, disease, or death to any persons; (b) alleged or actual damage to any property; (c) breaches of this Agreement by Contractor; (d) claims of liens or liens by any person or party furnishing labor, materials, services, or equipment that are part of the work (including, without limitation, the defense of any actions, lawsuits, or proceedings brought against Association as a result of liens filed against the work, payments due Contractor); (e) any and all agreements and contracts between Contractor and any third party concerning the work; or (f) bringing any hazardous materials or hazardous substances classified and/or regulated as such under any of the applicable local, state or federal environmental laws onto the Association's property or incorporating same into the work.

Such indemnification 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. To the extent Contractor's indemnification obligation hereunder requires Contractor to indemnify any party against any claim, liability, damage, loss, injury, expense, penalty, fine, judgment or cost caused, in whole or in part, by such party's act, omission or default, such indemnification obligation shall not, exceed the combined sum of the Contract Sum and two times the limits of the Contractor's Commercial General Liability insurance required under this Agreement, which combined sum Contractor and Association hereby acknowledge bears a reasonable commercial relationship to this Agreement. Contractor and Association further acknowledge that this agreement of indemnification shall be deemed part of the work. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any subcontractor, any sub subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The foregoing obligations of the Contractor are in addition to his other obligations under this Agreement. This provision shall survive the termination or expiration of this Agreement.

(j) Section 8.11 of the Agreement titled "Cleaning Up" shall be deleted and replaced with the following:

**8.11 CLEANING AND DISPOSAL DURING PERFORMANCE OF WORK.** The Contractor shall cause no damage or waste to the Association's Property and adjoining property, including, without limitation, personal property of a unit owner or Association member in the performance of this Agreement, and at all times shall keep the Association's Property free from accumulation of waste materials or rubbish caused by its operations. The Contractor shall remove materials from all finished surfaces and repair or replace defaced or disfigured finishes caused by the Work at no additional cost to the Association. At the completion of each day's work, the Contractor shall remove and take away in a proper and safe manner all its waste materials and rubbish from and about the Association's Property as a result of the Work, as well as its tools, equipment, machinery and surplus materials and return all affected areas of the Association Property to a broom clean condition. Contractor may place a dumpster in the parking lot in a location designated by the Association, which dumpster shall rest directly on plywood or other appropriate protective materials to prevent the dumpster from scratching, indenting, or otherwise damaging the pavement. All trash shall be placed in the dumpster daily at the Contractor's expense and the dumpster shall be emptied as often as necessary. Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly removed from the Association's Property. If, after two (2) days written notice from the Association to the Contractor indicating that the Contractor has not diligently proceeded with the clean-up as outlined in this Section, then the Association shall have the right to proceed with the clean-up work at the Contractor's cost and expense.

(k) Article 13 titled "Protection of Persons and Property" shall be deleted and replaced with the following:

#### **ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY**

13.1 The Contractor shall take all reasonable precautions to prevent and protect the Association's Property and all related property and surface structures, including but not limited to, adjacent building surfaces and landscaping (including sod and shrubbery), and all personal property of unit owners, the Association and of the Association members, employees and guests in vicinity of the project site against damage from performance of the Work. The Contractor shall promptly remedy all damage or loss to any property, including but not limited to, the items mentioned above, caused in whole or in part by the Contractor or anyone directly or indirectly employed by the Contractor, including but not limited to, all subcontractors and suppliers, or by anyone for whose acts any of them may be liable. The Contractor shall be responsible for any acts or omissions of its employees including with regard to any person's property.

13.2 The Contractor shall work around all property controlled by the Association and/or owned by its unit owners and guests, including, but not limited to, automobiles, mailboxes, landscaping, concrete structures, fences, concrete valley gutters and concrete curbing.



13.3 In the event of a hurricane or other adverse weather condition or acts of God, the Contractor shall protect exposed portions of the Work in progress. The Contractor shall properly secure all materials and equipment to avoid damage to the Association Property. The Contractor is solely responsible for protection of its own equipment including that of any sub-contractors. The Contractor shall properly secure all materials and equipment to avoid damage to the Association Property. The Contractor shall be responsible for restoring the Association's Property and repairing any other damage created during the performance of the Work where damage results from any breach of this provision by the Contractor.

13.4 The Contractor shall protect the Work and affected properties from damage by climate, theft, or vandalism. All Work and storage areas shall be maintained in a neat/clean condition. All apparatus removed during the Work shall be numbered and stored on site in a secured location protected from damage by climate, theft or vandalism. All removed property shall be cleaned of dust/grit and shall be returned to their original condition prior to Final Completion.

(i) Article 10 titled "Changes In The Work," including sections 10.1, 10.2 and 10.3 shall be deleted in its entirety and replaced with the following:

**ARTICLE 10 CHANGES IN THE WORK.** All work that is outside the scope of this Agreement may only be authorized by written "Change Order" issued in accordance with this Agreement. All Change Orders necessary to comply with any change by the Architect on the agreed Contract Documents, as may be amended from time to time, or for any additional work necessary to comply with any governmental authority having jurisdiction over the Work performed pursuant to this Agreement will be subject to approval by the Association which written approval will not be unreasonably withheld. The Association shall not be liable for any cost increases associated with labor and material that arise during the course of completing the Work. In the event that the cost of the Work exceeds the Contract Sum, Contractor shall pay such excess from its own funds and Association shall not be required to pay any part of such excess. Any changes that are made by altering, adding to, or deducting from the Work to be performed under this Agreement and the Contract Documents shall adjust the above Contract Sum only by prior written consent of the Association pursuant to a Change Order. No changes, offsets, or adjustments in the Contract Sum shall be permitted, including any matter, in connection with a concealed or unknown condition that does not differ materially from those conditions disclosed or which reasonably should have been disclosed by the: (i) Contractor's prior visits, investigation and inspections of the Work site, tests, review of data and information available to the Contractor and pre-construction services for the project, or (ii) any pre-construction activities which the Contractor had the opportunity to perform or should have performed in connection with the project, as such matters are considered part of the Work herein. All Change Orders must be signed by the Association and Contractor to be effective. The Contractor acknowledges that the Architect does not have the authority to approve and/ or accept a Change Order and all Change Orders must be delivered to the Association and signed by a member of the Association's Board as well as the Association's Representative. Additions to the Work shall be charged at Contractor's actual cost plus fifteen percent (15%) for general conditions, profit and overhead. Deletions to the Work shall be made at Contractor's actual cost and shall include a subtraction of fifteen percent (15%) for actual cost and general conditions, profit and overhead, as applicable. In the event of change results in additions and deletions, the Contract Sum shall be adjusted by the net

difference, including overhead and profit. Verbal Change Orders will not be accepted, and no Change Order Work shall be commenced unless and until the Contractor has received a Change Order executed by the Association.

(m) Section 12.2.1 shall be amended as follows (deletions are stricken and additions are underlined):

12.2.1 Contractor shall submit to the Owner an itemized Application for Payment (and/or an Invoice) for Work completed in accordance with the values stated in the Agreement. Such Application shall be supported by data substantiating the Contractor's right to payment as the Owner or ~~Architect~~ may reasonably require and partial lien waivers/releases as reasonably requested, on forms which the Association may provide that all laborers, materialmen and suppliers, have been paid for work completed. ~~Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.~~

(n) The following shall be added to Article 12 titled "Payments and Completion":

12.7 LIENS. The Contractor will save and keep the Work and Association's property free from all mechanics liens and all other liens by reason of the Work or any materials furnished by Contractor in connection with the Work. If the Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the Work or Association's property prior to the time when the amount required to be paid is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds out of any money due or thereafter to become due by Association to Contractor to pay the same and to pay all costs incurred by reason thereof, including reasonable attorneys' fees and the cost of any lien bonds that the Association may elect to obtain, and Association may deduct said lien and costs out of any funds which are or which become due to the Contractor.

(o) The following shall be added to Section 12.5 titled "Substantial Completion" as follows:

12.5.3 PUNCH LIST. Within ten (10) business days following the Substantial Completion Date, the Association's Representative and the Contractor shall walk the project to determine whether any "punch list" items remain to be completed. Within ten (10) business days following the walk-through, the Association's Representative shall prepare and submit a single punch list which shall include any and all items the Association believes are required to be completed or repaired (the "Punch List"). The Contractor agrees to complete all items on the Punch List and achieve Final Completion of the Work required by this Agreement no later than Fourteen (14) days following the receipt of the Punch List from the Association (the "Final Completion Date"), time being of the essence.

(p) Section 12.6 titled "Final Completion and Final Payment," inclusive of sections 12.6.1 and 12.6.3 of the Agreement shall be deleted in their entirety and replaced with the following:

12.6. FINAL COMPLETION Upon Contractor achieving Final Completion, as hereinafter defined, the Final Retention Payment shall be paid to Contractor. "Final Completion" shall mean the later to occur of: (a) the completion of all Work under this Agreement and, (b) the completion of the following:

12.6.1. all "Punch List" items on the approved Punch List have been fully completed to the reasonable satisfaction of the Association;

12.6.2. Satisfactory issuance of a Certificate of Completion by the applicable Code Enforcement Officials for the City of Plantation, along with any and all governmental agencies that may require inspection herein, if applicable. In the event any inspection by a City Code Enforcement Official or other governmental official reveals defects, then said defect(s) shall be repaired and/or replaced by the Contractor and re-inspected at the Contractor's sole cost and expense;

12.6.3. The Contractor has delivered and assigned to Association all previously undelivered manufacturer and subcontractor guarantees and warranties, and/or instruction manuals for equipment, if applicable;

12.6.4. The Contractor has delivered to Association, the Contractor's unconditional final release and waiver of lien and final unconditional releases of lien complying with applicable Florida Statutes with respect to any and all subcontractors and suppliers performing Work and/or supplying materials for the Work, as well as satisfactions of lien for any claims of lien filed on account of the Work or such liens having been transferred to bond by the Contractor, and such other affidavits, waivers and releases provided for under Florida Statutes and as Association and/or its lender may reasonably require in order to assure lien-free completion of all of the Work (including any equitable lien claims);

12.6.5. The Contractor has fully cleaned and restored the Work site;

12.6.6. all temporary facilities and utilities are disconnected and removed along with construction tools and similar elements;

12.6.7. satisfactory re-installation of all fixtures, if applicable;

12.6.8. The Contractor has complied with all other requirements of the Contract Documents.

(q) The following shall be added to Article 12 titled "Payments and Completion":

**12.7 LIQUIDATED DAMAGES.** In the event the Contractor does not achieve Substantial Completion by the Substantial Completion Date, the parties hereto acknowledge that any delay beyond the Substantial Completion Date may cause grave injury and damage to Association by virtue of additional noise, dust, discomfort, loss of use, extension of overhead costs and otherwise. Accordingly, the calculation of the actual damages to Association would be uncertain and difficult if not impossible to determine. Consequently, if the Contractor has not achieved Substantial Completion of the Work by the Substantial Completion Date, time being of the essence, then the parties hereto agree that as liquidated delay damages and not as a penalty, the Contractor shall pay to Association an amount equal to One Hundred Dollars and 00/100 (\$100.00) for each calendar day or portion thereof of delay, past the Substantial Completion Date. The foregoing shall be referred to herein as "Liquidated Damages." All such Liquidated Damage amounts, if any, shall be paid by the Contractor to Association weekly for such failure of Contractor to comply with the Substantial

Completion Date within the time proscribed herein. The parties agree that it is difficult to accurately estimate the actual damages Association will suffer due to delay, but also agree that the sums provided for herein as Liquidated Damages represent the best legitimate, good faith estimate of the actual damages Association will sustain from such delay and are not considered to be a penalty.

(r) Section 11.2 of the Agreement shall be deleted in its entirety and replaced with the following:

**11.2 EXTENSION OF THE CONSTRUCTION TIME** If the Contractor is delayed at any time in the commencement or progress of the Work by labor disputes, fire, acts of God, requirements of the building department or other governmental entities (which were not reasonably ascertainable by the Contractor prior to execution of this Agreement), or other causes beyond the Contractor's control (including, without limitation, delay in receipt of any governmental or quasi-governmental permits or approvals necessary to construct and/or complete the Work), then the Substantial Completion Date may, upon request by the Contractor, be extended by a written change order signed by the Contractor and a Member of the Board of the Association for such reasonable time as may be determined by the Association. Notwithstanding anything contained herein to the contrary, Contractor's remedy in the event of any such delay shall be limited to an extension of the Contract Time and any request for extensions to the Contract Time shall be made by the Contractor in writing to the Association within five (5) calendar days of the event for which the Contractor requests an extension of the Contract Time, or be deemed waived.

Further notwithstanding anything contained herein to the contrary, the Contractor and the Owner agree that Owner shall: (a) select tile, VCT, paint colors and vinyl baseboards within thirty (30) days of the Date of Commencement, and (b) cause the construction drawings to be revised to include an automatic door opener for the exterior restroom door within fifteen (15) days of the Date of Commencement, or the Contract Time shall automatically be extended (1) one day for each day the material selection and/or the construction drawing revisions are delayed beyond such specified time periods.

(s) The following shall be added to Article 15 titled "Miscellaneous Provisions":

**15.A. ADDITIONAL MISCELLANEOUS TERMS.** Notwithstanding anything in the Agreement to the contrary, the Contractor shall not assign or transfer this Agreement or any part thereof, or any interest therein, without the written consent of the Association. The Contractor shall not hire or use any sub-contractor without the prior written consent of the Association. Any and all notices, offers, acceptances and communications relating to this Agreement shall be given in writing by personal delivery, registered mail, certified mail or other form of delivery for which proof of delivery is available. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement may be changed, modified or amended only by a written agreement signed by the Association and the Contractor. This Agreement supersedes any prior agreements and negotiations entered into between the Association and Contractor relating to the subject matter of this Agreement. No action or failure to act by the Association shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. Duties and obligations imposed by the Contract documents

and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law. All of the Whereas clauses contained in this Addendum are true and correct and specifically incorporated herein by reference. In the event of a dispute arising under this Contract, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining the right to entitlement to indemnification, and determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. THE PARTIES HERETO AGREE THAT ANY CLAIMS FOR CONSTRUCTION DEFECTS OR OTHER MATTERS UNDER THIS AGREEMENT AND THE OTHER CONTRACT DOCUMENTS SHALL NOT BE SUBJECT TO THE PROVISIONS AND REQUIREMENTS OF CHAPTER 558, FLORIDA STATUTES AND THE PARTIES SPECIFICALLY AGREE TO OPT OUT OF THE REQUIREMENTS OF THE STATUTE.

(t) Section 16.2.4 of the Agreement is amended as follows (deletions are stricken and additions are underlined):

16.2.4. ~~If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.~~

(u) Section 16.3. of the Agreement titled "Termination By The Owner for Convenience" is amended as follows (deletions are ~~stricken~~ and additions are underlined):

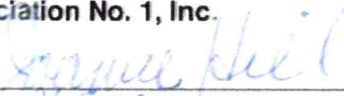
16.3. The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination at that specific time & date ~~along with scheduled overhead and profit on the Work not executed.~~

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.


**ASSOCIATION:**

**Lauderdale West Condominium  
Association No. 1, Inc.**

By:   
Title: PRESIDENT  
Dated: 1-29-19

**CONTRACTOR:**

**Bayshore Construction Group, LLC**

By:   
Title: Pres.  
Dated: 2-10-19

**EXHIBIT "A"**  
**INSURANCE CERTIFICATE**





LIST OF DRAWINGS

Lauderdale West Community Association No. 1, Inc.  
1141 NW 85 Avenue  
Plantation, FL 33322

Wood Dock Repair

<b>SHEET</b>	<b>NAME</b>	<b>LATEST REVISION DATE</b>
S-1	Cover Sheet	8/8/2017
S-2	Dock Sections & Plan	8/8/2017
S-3	Dock Sections	8/8/2017
S-4	Composite Deck	8/8/2017

Plans by: Chaiban Engineering Consultants, Inc.

## SCHEDULE OF VALUES

Lauderdale West Community Association No. 1, Inc.  
1141 NW 85 Avenue  
Plantation, FL 33322

### Wood Dock Repair

ITEM NO.	DESCRIPTION OF WORK	COST
1	General Conditions (supervision, insurance, misc. labor & mat'l, clean-up)	\$7,950
2	Demolition (incl. labor & dumpster)	9,500
3	Dock Repair (labor & mat'l's)	27,250
4	Total	\$44,700