

CONTRACT

THIS CONTRACT (this "Contract") is made and entered into this 14th day of August, 2018, by Lauderdale West Community Association No. 1, Inc., a Florida not-for-profit corporation (hereinafter referred to as "Association"), whose principal place of business is 1141 N.W. 85th Avenue Plantation, Florida 33322-4624 and GCLS Enterprises, Inc., dba, Gary Cox Lawn Sprinklers, 5521 SW 162nd Avenue, whose principal place of business is Southwest Ranches, FL 33331 (hereinafter referred to as "Contractor").

WHEREAS, for which the Association provides day to day management services for 1007 buildings (Single Family Homes) including residences (collectively referred to as the "Buildings" or singularly as a "Building");

WHEREAS, the Association desires to engage services of the Contractor to repair and maintain the irrigation system which irrigation system is separated in to four separate phases (each a "Phase"), perform monthly wet checks on said system, repair 1" and smaller breaks which may occur; clean nozzles and adjust sprinkler heads and all such other work as specified in Contractor's Proposal dated June 13, 2018 and attached hereto as Exhibit A and incorporated herein (the "Contractor Proposal"); and

WHEREAS, the parties are desirous of setting forth, in detail, the various terms, conditions and obligations between them with respect to the services to be provided as hereinafter set forth.

NOW, THEREFORE, for the sum of TEN (\$10.00) DOLLARS and in consideration of the mutual covenants, representations and warranties contained in this Contract 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. SCOPE OF WORK. The Contractor covenants and agrees to perform the services in accordance with the Contractor's Proposal. The Contractor shall use its best efforts to perform all such services required hereunder and in connection with irrigation maintenance services for such areas owned or controlled by the Association. The Contractor agrees to provide and perform the services as required of it in a prudent manner and professional manner, shall diligently and faithfully provide such services in accordance with industry standards and the reasonable and acceptable standards as determined by the Association, and in compliance with such other reasonable directions made by the Association, from time to time

2. ADDITIONAL TERMS/ OBLIGATIONS.

2.1 QUALITY ASSURANCE: ASSOCIATIONS RIGHT TO AUDIT. The Contractor is to designate one of its employees to function as the quality control administrator. It will be that person's responsibility to monitor the performance of work to assure compliance with the Contract. The Association and/or its Authorized Representative has, without prior notice, the right to review all work being performed, without prior notice. If any Work is not in conformance with the terms of the Contract, it will be the responsibility of the Contractor to take corrective procedures.

2.2. REGULATORY REQUIREMENTS AND MANUFACTURERS' SPECIFICATIONS. As applicable, it is the Contractor's responsibility to confirm that the work is in compliance with local codes, applicable law and manufacturer's specifications.

2.3. DEBRIS AND EQUIPMENT. It is the Contractor's responsibility to dispose of all debris in a proper and safe manner and to remove all equipment on a daily basis.

2.4. ASSOCIATION OCCUPANCY. Association residents will occupy the premises and the Buildings during the entire period of Contractor's performance of the work. The Association and the residents will cooperate with Contractor with regard to protecting the Association's and resident's property. Contractor shall at all times conduct its operations as to ensure the least inconvenience to the Association and general public. Contractor shall coordinate with the Association the schedule for any work performed in order for the Association and Contractor to relocate or protect people, personal effects and property (furnishings or equipment). Contractor is responsible for all damage to property if not previously coordinated with Association.

3. CONFLICT. The parties agree that if there is an inconsistency between the terms of this Contract, any applicable law or building code, or the Contractor's Proposal, then (i) the applicable law or building code shall be controlling, followed by (ii) the terms of this Contract, followed by (iii) the Contractor's Proposal.

4. COST TO ASSOCIATION. The Association agrees to pay Contractor Four Thousand and 00/100 Dollars (\$4,000.00) per month (\$1,000.00 per month per Phase) for such work described and set forth in this Contract, and to be performed in strict accordance with the terms hereof, as set forth below and in accordance with Paragraph 6 of this Contract (the "Contract Price"). Said monthly sum shall only be paid after the irrigation system in each Phase has been inspected by Contractor and maintained in accordance with this Contract. Each Phase must be fully functional in order for Contractor to receive its payment for such month and Contractor shall not be entitled to partial payments.

The Contract Price shall not be subject to any adjustments or offsets, except as herein set forth. The Contract Price is the total amount payable by the Association to the Contractor for performance of the work under the Contract documents. All work that is outside the scope of this Contract may only be authorized by written change order pursuant to Section 5.2 of this Contract. Said Contract Price shall include (i) all labor, materials and equipment; (ii) tools, equipment and machinery; (iii) other facilities necessary for proper execution of work; and (iv) all applicable sales, consumer and use taxes. The Association will pay all impact fees and permit fees, or any additional cost to satisfy governmental code requirements, if applicable. It is the Contractor's responsibility to ascertain that the work is in accordance with all applicable laws, statutes, ordinances, building codes, and rules and regulations. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the work. The terms and payments shall be in accordance with Paragraph 6 below. Any changes that are made by altering, adding to, or deducting from the work shall adjust the Contract Price only by mutual written consent of the parties hereto.

5. TERMS OF PAYMENT.

5.1 The Contract Price shall be paid to Contractor in accordance with this section. Upon the request of the Contractor using an invoice for Work completed, the the Association will make payment to Contractor no later than the tenth (10th) business day following the invoice for payment, but only upon the approval of the Work by the Association. Contractor shall provide the Association with a standard invoice for payment no more frequently than once every thirty (30) days.

5.2 All work that is outside the scope of this Contract may only be authorized by written change order (a "Change Order"), which must be signed by an Officer of the Association's Board of Directors and the Contractor to be effective. 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 Officer of the Association's Board of Directors.

6. TERMS.

6.1 The Contractor shall commence work no later than July 1, 2018, and the date the Contractor commences Work shall be defined as the "Commencement Date". This Contract shall be for a period of one (1) year and shall **automatically** renew for one (1) year periods thereafter, unless sooner terminated as provided herein. The Association shall have the right to terminate this Agreement at any time, without cause, by providing thirty (30) days written notice.

6.2 Unless otherwise provided in this Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, equipment and machinery, water, utilities, transportation and other facilities and services necessary for proper execution and completion of the work.

6.3 Contractor shall give all notices and comply with all local ordinances, requirements of City and County building and health 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 Contract without any extra charge. Any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations will be provided by the Contractor at no cost to the Association.

6.4 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. All costs paid by Contractor shall be at the expense of the Contractor.

6.5 All products utilized in the completion of this project shall be new.

6.6 The Contractor shall not commence work before 8:00 A.M. on any day.

6.7 Contractor will pay all worker's compensation, social security and all other taxes and obligations imposed upon him as an employer in connection with the performance of this Contract.

6.8 The Contractor has the duty to advise the Association in writing if any automobiles, other property, or persons are at risk of harm or damage from the performance of the work.

7. SUPERVISION.

7.1 Contractor shall supervise and direct the work, using its best skill and attention and it shall be solely responsible for all means, methods, techniques, sequences and procedures 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 shall not employ any unfit person or anyone not skilled in the task assigned to him.

7.2 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 job and other persons who may be affected thereby; (2) all work and all materials and equipment to be incorporated therein; and (3) other property at the site or adjacent thereto, such as (but not limited to) trees, shrubs, lawns, walks, pavements, automobiles, roadways, structures and utilities. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including but not limited to OSHA, bearing on the safety of persons and property and their protection from damage, injury or loss.

7.3 The Contractor shall employ and identify a competent supervisor and necessary assistants who shall be in attendance at the site during the entire performance of the work. The supervisor shall represent the Contractor and communication given to the supervisor shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

7.4 The Contractor shall indemnify all unit owners for acts and omissions of the Contractor's employees, subcontractors, and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

7.5 The Contractor shall erect and maintain, as required by existing conditions of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the Association and users of adjacent sites and utilities.

7.6 Further, it is the sole responsibility of Contractor to secure, safeguard and protect its material and operation from damage or theft until installed.

7.7 Contractor shall promptly remedy all damage or loss to any property, including but not limited to damage to automobiles, screens, trees, shrubs and grass areas which may be caused in whole or in part by Contractor or anyone directly or indirectly employed by Contractor, including but not limited to, all subcontractors, or by anyone for whose acts any of them may be liable. Contractor shall be responsible for any omissions of its employees including with regard to any person's property.

7.8 The Contractor shall not employ any subcontractor(s) to perform any work under this Contract for the Association.

7.9 The Contractor, once having started the work, will continuously and expeditiously proceed with its vigorous prosecution until completion.

7.10 Contractor shall not store any of its equipment on the Association's property.

7.11 Contractor shall ensure that the work performed is in strict compliance with the specifications of this Contract.

7.12 Association shall not be responsible for any vandalism to or theft of the Contractor's supplies or equipment.

8. INDEMNIFICATION/HOLD HARMLESS. For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 Associations 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. In any and all claims against the Association, or any of their 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 shall not be limited 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.

9. **INSURANCE.** The Contractor agrees to furnish Workman's Compensation at Statutory Limits, Liability Insurance with limits of at least One Million Dollars (\$1,000,000.00), for each occurrence and property damage of at least One Million Dollars (\$1,000,000.00). Further, Contractor agrees to maintain insurance on all vehicles used on the job site, with limits of at least One Million Dollars (\$1,000,000.00) for each occurrence. The Contractor agrees to name the Association as additional insured, and as a party to receive all notices issued pursuant to the policy. 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 work to be performed. Contractor agrees to replace or reinstate promptly any cancelled policies. Contractor agrees that it shall perform no work under this Contract 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 "B"**.

10. **CLEAN-UP.** Contractor shall cause no damage or waste to the Association property and 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. At the completion of each day's work, it shall remove all its waste materials and rubbish from and about the Association's property, as well as its tools, equipment, and surplus materials and return all affected areas of this property to a broom clean condition. No equipment or machinery may be stored on-site. If, after twenty-four (24) hours written notice by Association's representative to Contractor that Contractor has not diligently proceeded with the clean-up as outlined in this paragraph, then Association shall have the right to proceed with the clean-up work at Contractor's cost and expense.

11. **TERMINATION FOR CAUSE/DEFAULT.** The Association may immediately terminate the Contract if the Contractor (i) refuses or fails to supply enough properly skilled workers or proper materials, (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor, subcontractors, and suppliers, (iii) disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction, (iv) otherwise is guilty of breach of a provision of the contract documents, or (v) fails to complete the work timely. In the event of default of either party, the non-defaulting party retains all rights in law or equity.

12. **REPRESENTATIONS.** The Contractor affirmatively represents that no parties to this Contract, including any members or representatives of the Association, have or will receive any "kickbacks" with respect to this Contract or the work required hereunder.

13. **LIENS.** Contractor will save and keep the Buildings and Association property referred to in this Contract or the land upon which it is situated, or the owners of the units in the building, free from all construction liens and all other liens by subcontractor, materialmen and suppliers. If Contractor fails to remove such lien(s) by transfer bond, cash deposit, satisfaction or otherwise, or if the Contractor files a lien against the building referred to in this Contract or the land upon which it is situated prior to the time when the amount 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 to the prevailing party and the cost of any bonds that the Association may elect to obtain, Association may deduct said lien and all damages and costs from any funds which are due or which become due to Contractor and which are in the possession of Association.

14. ASSIGNMENT AND SUBCONTRACTOR. Contractor shall not assign or transfer this Contract or any part thereof. Contractor shall not hire or use any subcontractor without the express approval of the Association. The Association shall not assign the obligation to pay the Contractor hereunder without the prior written consent of the Contractor.

15. ATTORNEYS FEES. 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 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.

16. MISCELLANEOUS PROVISIONS. Any and all notices, offers, acceptances and communications relating to this Contract 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 Contract shall not affect the validity or enforceability of any other provision of this Contract. This Contract may be changed, modified or amended only by a written agreement signed by the Association and the Contractor. This Contract supersedes any prior agreements and negotiations entered into between the Association and Contractor relating to the subject matter of this Contract. The venue of all legal proceedings shall be in Broward County, Florida. 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. The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract. 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 Contract are true and correct and specifically incorporated herein by reference.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

DATED this 14 day of August, 2018, at Broward County, Florida.

Signed, Sealed and Delivered In the presence of:

ASSOCIATION:

**LAUDERDALE WEST COMMUNITY
ASSOCIATION NO. 1, INC.**

By: 

Name: JOANNE HILL

Title: PRESIDENT

CONTRACTOR:

**GCLS ENTERPRISES, INC., DBA, GARY COX
LAWN SPRINKLERS**

By: 

Name: GARY COX

Title: PRESIDENT

EXHIBIT "A"
CONTRACTOR'S PROPOSAL

GCLS ENTERPRISES, INC.
COMMERCIAL & RESIDENTIAL
IRRIGATION SPECIALISTS

Ph. 954-614-2107

LAUDERDALE West

Maintenance Contract Specifications:

Once per month, GCLS Enterprises will provide a maintenance program for the irrigation system located at LAUDERDALE WEST

Total monthly cost: \$4,000.00

a. Services Included:

- i. Monthly Maintenance Inspection
- ii. Fix Pipes - 1" and Smaller Break Repairs
- iii. Clean Nozzles
- iv. Adjust Sprinkler Heads for Proper Direction of Spray
- v. Check Pump and Controller for Issues

b. Additional Charges:

- i. Head Replacements
- ii. Valve Checks and Replacements
- iii. Fix Pipes - 1 1/2" Pipe or Bigger
- iv. Pump Replacements or Repairs
- v. Timer Replacements
- vi. Lake Screen Checks

c. Labor:

- i. Technician: Discounted from \$70.00 to \$50.00 per hour
- ii. Technician Assistant: \$30.00 per hour

d. Replacement Costs:

- i. Rotary heads: \$22.50
- ii. Spray Heads: \$12.50
- iii. Nozzle Heads: \$2.50

1. Contractor's Note: Replacement Costs on Rotary, Spray and Nozzle Heads include labor costs.

e. Estimate Required:

- i. No work exceeding \$250.00 will be done without providing an estimate and seeking prior approval.

Gary Cox 5/4/18

GARY COX LAWN SPRINKLERS, INC.
COMMERCIAL & RESIDENTIAL

PHONE: 954-614-2107

6/10/18

EMAIL: bigspray2@gmail.com

5521 SW 162nd Ave Southwest Ranches, FL 33331
GARY COX, Owner CC#93-CLS-578-X

Date of Contract

6/13/18

RE: 75 Contract

Day Work _____ Contract x Extra _____

Explanation

Monthly MAINTENANCE

LAUDERDALE WEST

Job Phone _____

Ext _____

Start Date April _____

End _____

Date _____

Contract

Repair and maintenance sprinklers at- Lauderdale West Community Association
No. 1, Inc. _____

Included in wet check monthly price of- 1000.00 per pump station Total 4000.00 per month _____

1 Monthly wet check

1" and smaller break repairs

Clean nozzles and adjust heads for proper direction of spray

Check pump and controller for problems

Additional charge for head replacement, valves, 1 1/4 pipe or bigger, pump, timer, check valves, lake screens, etc.

Labor discounted from \$70 to 50.00 per hour Tech, 30.00 for Labor

Rotary head replaced at 22.50, sprays at 12.50

NO WORK exceeding \$250.00 will be done without approval

Gary Cox 6/13/18

EXHIBIT "B"
INSURANCE CERTIFICATE

CERTIFICATE OF COMPETENCY

BR/WARD

RICHARD G. COX

Irrigation Specialty Contractor

GCLS ENTERPRISES INC dba

GARY COX LAWN SPRINKLER

CC#93-CLS-578-X

EXPIRES 08/31/2018