

Owner: Southpointe
Contractor: L. Rogers Enterprises, LLC
Work Site: Buildings 1 through 16 & 29 through 44
Work Type: Overflow Scupper Installation

CONTRACTOR AGREEMENT

THIS CONTRACTOR AGREEMENT is made by and between Southpointe Condominium Association, Inc. (Florida State Department Corporations Division Document # 771022) ("Owner") and L. Rogers Enterprises, LLC (Florida State Department Corporations Division Document # L15000134839) ("Contractor"). For good and valuable consideration referenced in this agreement, the sufficiency of which is hereby acknowledged and confirmed, the parties hereby mutually covenant and agree as follows.

1. **FLORIDA STATUTES § 713.015(1) NOTICE.** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED YOU CONSULT AN ATTORNEY.

2. **Work Site.** Contractor shall perform the construction, repair, and/or improvement work referenced in this agreement within certain portions of the common elements and/or limited common elements of Buildings 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, and 44 within Owner's condominium development in Orlando, Florida ("Subject Property").

3. **Work Scope.** For the contract price referenced in this agreement, Contractor shall perform the following construction, repair, and/or improvement work: install 4 overflow scuppers on each Southpointe building referenced in above Paragraph 2 (meaning 8 scuppers total per pair of Southpointe buildings) as per Contractor specifications more particularly described in attached Exhibit A.

4. **Work Timing.** Time is of the essence under this agreement. Contractor shall commence the construction, repair, and/or improvement work referenced in this agreement on or before Friday, June 1st, 2018. Contractor shall fully complete the construction, repair, and/or improvement work referenced in this agreement within four (4) weeks after commencement of the work (subject to delay due to adverse weather and/or other unforeseeable cause beyond Contractor's reasonable control).

5. **Contract Price & Payment.** For the construction, repair, and/or improvement work referenced in this agreement, Owner shall pay to Contractor \$69,200 (inclusive of all labor, material, and any other costs related to the subject work), in the following two installments: \$34,600 upon execution (effective date) of this agreement; and

Owner JMF

Contractor LR

\$34,600 upon full completion of the entire scope of work under this agreement (including any punch list items and all inspections). In order to obtain the aforesaid final payment, Contractor shall duly execute, and deliver to Owner the original of, the final payment affidavit and lien release/waiver form attached hereto as **Exhibit B** and shall provide to Owner, in form(s) reasonably satisfactory to Owner, written proof that full payment has been made to all materialmen and/or sub-contractors who furnished materials and/or labor for the subject construction, repair, and/or improvement work referenced in this agreement.

6. **Indemnity & Defense.** To the fullest extent permitted by applicable law, Contractor shall fully defend, indemnify, and hold harmless Owner from and against any and all claims, fines, liens, suits, judgments, losses, expenses, and/or other liability (including, without limitation, attorney fees and costs), whether for personal injury, property damage, labor, materials, or otherwise, arising out of and/or in any manner connected with the construction, repair, and/or improvement work referenced in this agreement

7. **Insurance.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall maintain in full force and effect, comprehensive general liability / commercial insurance (in an amount not less than \$1,000,000 per occurrence) and workers compensation insurance (in the amount required by applicable law).

8. **Permits, Licenses, & Inspections.** At its own expense, Contractor shall obtain all permits, licenses, and/or inspections required by applicable law to perform the construction, repair, and/or improvement work referenced in this agreement.

9. **Commencement Notice.** On Owner's behalf, Contractor shall record and post commencement notice in accordance with Florida Statutes § 713.13.

10. **Cleanliness, Work Hours, & Conduct.** From commencement through full completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall at all times keep Owner's premises reasonably clean and free from the accumulation of waste materials and/or any unsafe conditions; and, upon completion of the work, Contractor shall immediately remove any and all debris/waste, tools, equipment, and/or surplus materials from Owner's premises. Contractor shall perform all work under this agreement during the work hours of Monday through Friday between 8am and 5pm. Contractor shall not perform any work under this agreement at any other time, unless authorized by Owner in writing prior to the performance any such work outside the normally authorized work hours set forth in the previous sentence. All workers furnished by or for Contractor shall at all times behave in a professional and courteous manner (including, without limitation, refraining from playing music at an unreasonably loud volume).

11. **Manufacturer/Supplier Warranties & Documents.** No later than completion of the construction, repair, and/or improvement work referenced in this agreement, Contractor shall deliver to Owner all manufacturer and/or material supplier warranties and other documents (including, without limitation, manuals and/or instructional papers).

12. **Contractor Warranties.** Contractor expressly warrants to Owner that: (a) all materials and equipment furnished under this agreement shall be new and of good quality (unless otherwise agreed in writing by Owner); (b) all construction, repair, and/or improvement work referenced in this agreement shall be free from any defect and/or deficiency, in strict accordance with this agreement, all applicable specifications (by architect, designer, manufacturer, material supplier, and/or otherwise), and all applicable law (including, without limitation, local building code requirements), and otherwise in accordance with accepted trade and/or industry standards for good and workmanlike performance; (c) Contractor shall promptly correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this

agreement, so long as the defect, deficiency, and/or contract deviance becomes manifest within 365 days after full completion (including any punch list items) of all construction, repair, and/or improvement work referenced in this agreement; (d) Contractor shall at all times furnish sufficient labor (including, without limitation, appropriate supervision of workers) and materials to complete the construction, repair, and/or improvement work referenced in this agreement in a timely and otherwise proper manner; and (e) Contractor shall make full and timely payment to all subcontractors and/or material suppliers in accordance with the respective agreements between Contractor and such subcontractors and/or material suppliers. The provisions of this paragraph shall survive performance and/or termination of this agreement.

13. **Owner Right to Stop Work.** If Contractor fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may direct Contractor in writing to stop further work until the correction is made.

14. **Owner Right to Carry Out Work.** If Contractor, within a seven day period after receipt of written notice from Owner to correct, fails to correct, at its own expense, any construction, repair, and/or improvement work referenced in this agreement that is defective, deficient, or otherwise not in accordance with this agreement, Owner may, without prejudice to any other Owner rights or remedies, correct such deficiencies. In which case, if Contractor has not been paid the full contract price under this agreement, a change order shall be issued deducting from payments due to Contractor all costs incurred by Owner for the correction work; and, if Contractor has been paid the full contract price under this agreement, Contractor shall immediately reimburse Owner for all costs incurred by Owner for the correction work. The provisions of this paragraph shall survive performance and/or termination of this agreement.

15. **Termination.** If Contractor breaches any term of this agreement, and such breach is not cured within seven days after written notice of breach from Owner, Owner may terminate Contractor's employment and/or services under this agreement by serving written notice of termination to Contractor. In which case, without prejudice to any other Owner rights or remedies, Owner may take possession of the site of work and all materials thereon owned by Contractor and/or complete the construction, repair, and/or improvement work referenced in this agreement by whatever reasonable means, method, and/or manner Owner may deem necessary, expedient, and/or appropriate. If Owner exercises this termination right, Contractor shall not be entitled to receive any further payment under this agreement until the construction, repair, and/or improvement work referenced in this agreement is fully completed. If the unpaid balance of the contract price under this agreement is greater than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Owner shall retain such difference (excess) and no further payment shall be due to Contractor. However, if the unpaid balance of the contract price under this agreement is less than the costs incurred by Owner to complete the construction, repair, and/or improvement work referenced in this agreement, Contractor shall immediately pay such difference (deficiency) to Owner. The provisions of this paragraph shall survive performance and/or termination of this agreement.

16. **Assignment & Delegation.** Neither party may assign or delegate its rights or duties under this agreement, unless each party consents to such assignment or delegation in writing prior thereto.

17. **Amendment & Modification.** This agreement may be amended or modified (including, without limitation, to consummate any change orders) only in writing mutually agreed and duly executed by the parties.

18. **Notice.** All formal notices pursuant to this agreement shall be served on the parties' respective then-current registered agent as listed on the Florida State Department Corporations Division website. Service of all

Owner, JMP

Contractor [Signature]

such notices shall be effective upon the date of actual delivery to the person receiving such notices (if delivered in hand) and/or upon the date of mailing (if sent by United States Postal Service certified mail / return-receipt requested).

19. **Entire Agreement, Parol Evidence, Merger, & Full Integration.** This written agreement constitutes the entire and fully integrated agreement (and supercedes any and all prior negotiations, representations, and/or agreements, written and/or oral) by and between the parties with respect to the subject-matter addressed in this agreement.

20. **Governing Law.** This agreement shall be governed by Florida law – including (without limitation) the Construction Lien Law (Florida Statutes §§ 713.001-713.37) in effect as of the effective date of this agreement. However, the parties hereby expressly agree to opt out of the notice and cure provisions of Florida Statutes Chapter 558.

21. **Additional Provisions.** Notwithstanding any language to the contrary contained herein, the parties further covenant and agree as follows: (a) Contractor may perform work under this agreement on weekends and (b), at no additional cost to Owner beyond the contract price stated herein, Contractor shall provide to Owner a workmanship warranty for a five-year period commencing on the work completion date (in addition to the manufacturer material & workmanship warranty commencing on the work completion date).

WITNESS THE EXECUTION HEREOF by the parties (through their duly-authorized signatories) on the date(s) set forth below (the latest of which shall be the effective date of this agreement).

Dated: 5/24/18

By: John M. Busconi
John M. Busconi, Director & President
Southpointe Condominium Association, Inc.

Dated: 5/24/18

By: Lee Rogers
Lee Rogers, Authorized Member
L. Rogers Enterprises, LLC