

**THE RESIDENCES AT OCEAN DRIVE  
KEY COLONY BEACH, FLORIDA  
Agreement**

**THIS AGREEMENT** is by and between The Residences at Ocean Drive Key Colony Beach Florida (hereinafter called **OWNER**) and

**Painting by Luis Corp.** (hereinafter called **CONTRACTOR**).

**OWNER** and **CONTRACTOR**, in consideration of the mutual covenants hereinafter set forth, agree as follows:  
**THE PROJECT.** The Project, as specified in Exhibit "A", includes the Contract Items listed below:

Contract Item	Contract Amount
1A: Paint 901 (R1) Building & Detached Garage	\$ 33,930.00
1B: Paint 901 (R1) Garage Doors <b>(Item Deleted)</b>	\$ 00.00
1C: Paint 901 (R1) Exterior Metal Doors	\$ 1,920.00
1D: Paint 901 (R1) Building Rails	\$ 19,900.00
1E: Paint 901 (R1) Pool Eqt Wall & Columns	\$ 450.00
1F: Paint 901 (R1) Main Entrance & Walls	\$ 900.00
1G: Caulk 901 (R1) Roof Gutter Cap/Lap	\$ 3,000.00
Discount if R1 & R2 Contracts are awarded by 5-13-19	<b>\$ -500.00</b>
<b>Total</b>	<b>\$ 59,600.00</b>

The Project Specifications were developed by:

**Ken Coggins** – [Ken.Coggins@Premier-System.com](mailto:Ken.Coggins@Premier-System.com)  
921 W Ocean Drive (R2)  
615/210-6491

The Owners Representative is:

**Jim Howe** – [Jim.Howe@BelfairDev.com](mailto:Jim.Howe@BelfairDev.com)  
901 W Ocean Drive (R1)  
254/541-3099

The Project Manager is:

(To be determined):

The Overseer is authorized to act as **OWNER'S** representative, assume all duties and responsibilities, and have the rights and authority assigned by the Contract Documents to **OWNER** in connection with execution and completion of Work according to the Contract Documents.

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**1. CONTRACT TIMES**

As discussed, during on-site bid review on Thursday 5/2/2019, construction shall be substantially completed within 30 Days and ready for final payment 45 days after contract award date. If R1 is under contract by 5/13/19 their contract time will start 30 days after the award date of R2. **If contractor meets or completes project before the contract times, R1 & R2 will refund the combined \$1,000 discount for preforming the project concurrently on schedule.**

**2. CONTRACT PRICE**

OWNER shall pay CONTRACTOR for all contracted work, completed according to the Contract Documents, for CONTRACTOR'S Bid Amounts, in current funds:

The Lump Sum of:

**FIFTY-NINE THOUSAND SIX HUNDRED and no 100/00 dollars (\$59,600.00)**

**3. PAYMENT PROCEDURES.**

CONTRACTOR and PROJECT MANAGER will develop a "Schedule of Values" (SOV) for billing purposes. This billing is based on percent of work complete and will be approved by the Project Manager. Note: the OWNER will provide a template for SOV. OWNER agrees to weekly progress payments. Progress Payment Application will be turned in by 5PM Wednesday and Project Manager Approves by noon Thursday. Owner agrees to have check ready for pickup at CPA office in Marathon by noon on Friday.

A. Progress Payments. Owner agrees to a 20% deposit the week the crew mobilizes on-site and starts project. CONTRACTOR'S Progress Payment Application will be approved by Project Manager to ensure work and materials comply with bid documents/specifications, and generally accepted industry standards, required cleanup is adequately performed, and remediation of any damage to other property completed. OWNER shall pay CONTRACTOR, the Pay Application amount, less 10% retainage. Outside of initial mobilization deposit payment, payments to Contractor shall not exceed 90% of work completed, as determined by the Project Manager.

B. Final Payment. Upon 100% completion and acceptance of the Work, OWNER shall pay the retainage as approved by the Project Manager.

**4. CONTRACTOR'S REPRESENTATIONS.**

OWNER enters into this Agreement based upon the following CONTRACTOR representations:

- A. Bid Documents. Bidder has examined and carefully studied the Bidding Documents. The Bid is based upon completing the project, as specified, for the Bid Amount, within the Calendar Days Bid. Allowance to be made for Contractor documentation of inclement weather days above seasonal norm.
- B. Site Conditions. Bidder has visited the Site and become familiar with, and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance, and completion of the project.
- C. Governing Laws & Regulations. Bidder is familiar with, and will comply with all federal, state and local Laws and Regulations.
- D. Bid Acceptance. Bidder accepts all the terms and conditions of the invitation to bid and instructions to bidders.

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5. **CONTRACT DOCUMENTS.** The Contract Documents consist of the following:

- A. This Agreement (pages 1 to 4, inclusive);
- B. Insurance Requirements (Exhibit "A")
- C. CONTRACTOR'S Bid (pages 1 to 5, inclusive) (Exhibit "B")
- D. Scope of Work "Specifications" (pages 1 & 2, inclusive) (Exhibit "C")

The Contract Documents may only be amended, modified, or supplemented by written Addendum or Change Order, executed by OWNER and CONTRACTOR.

6. **OPEN ITEMS TO BE ADDRESSED BEFORE CREW MOBILIZATION:**

As discussed, during on-site bid review on Thursday 5/2/2019 -

- A. There may be concrete/stucco areas that have cracks or light spalling. Contractor, Project Manager, and Owner Representative will develop a process for determining extent, cost and repair strategy based on extent of damage. Owner acknowledges if crack is more than Hydraulic Cement is designed to repair it is not included in this scope.
- B. Option 2D, building rails SOW is to Electrostatic Spray all railings. Contractor and Owners Representative have agreed to get Benjamin Moore Paint Manufacture Representative to assist in determining best product and method for application. Owner is seeking the best manufacturer product warranty possible.
- C. Owner will consider all recommendations from Manufacturer Representative for best warranty for all painting specifications, including but not limited to, number of coats, method of stucco crack repair, etc.
- D. Paint & colors will be the same as The Residences II building walls, rails, vents, and doors.
- E. The method of painting the crawl space and garage flood vents were not identified in the specification. The Owner, Contractor and Manufacturer Representative will mutually agree on product and methods.

7. **ASSIGNMENT OF CONTRACT.** No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

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IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on 5-8-19 (which is the Effective Date of the Agreement).

**OWNER: The Residences at Ocean Drive Key Colony Beach Florida**

Address: 901 W Ocean Drive  
Key Colony Beach, Florida 33051

Phone: 517/719-8637

Email: [hsoldan@soldanspet.com](mailto:hsoldan@soldanspet.com)

Signed:   
Howard Soldan, President

**CONTRACTOR: Painting by Luis Corp., a Florida corporation.**

Address: 18831 SW 294 Tr.  
PO Box 901026

Homestead, Florida 33090

Phone: 786/227-6630

(786) 218-2599

Email: [alexis@orpaintingfl.com](mailto:alexis@orpaintingfl.com)

Painting by Luis@yahoo.com

Signed:   
Luis Enrique Figueroa (FL License SP 3877)

# THE RESIDENCES AT OCEAN DRIVE

## Contractor Insurance Requirements

1. Proof of Insurance – Before commencing work, Owner shall be furnished Certificates of Insurance. Certificates must be transmitted (directly) from insurance company to Owner.
  - a. Insurance Certificates shall indicate required coverage (as set forth herein) is in force and stipulate that the insurance will not be canceled or modified until the expiration of at least thirty (30) days after written notice of such cancellation or modification has been received by Owners.
2. Endorsements – Insurance certificates, must include these endorsements:
  - a. Additional Insured – The Residences at Ocean Drive Key Colony Beach (Residences R1), its' directors, officers, employees, representatives, owners and their guests will be shown as an "Additional Insured" for General Liability and Automobile insurance. As respects General Liability, coverage will include Products/Completed Operations and be primary and non-contributory.
  - b. Waiver of Subrogation –A Waiver of Subrogation for all listed coverages will be provided in favor of The Residences at Ocean Drive Key Colony Beach (Residences R1), its' directors, officers, employees, representatives, owners and their guests
  - c. Residential Exclusion – General Liability coverage will not include a "residential exclusion" (including condominiums).
3. Conditions – Vendors shall not violate or knowingly permit to be violated, any conditions of insurance described herein.
4. Coverage Minimums:
  - a. Workers' Compensation – Coverage to provide full liability protection under the Workers' Compensation laws of the State of Florida with Employer's Liability coverage in limits not less than \$500,000.00.
  - b. Commercial General Liability Insurance – Coverage to include an "occurrence" basis, insurance for Operations, Independent Contractors, Products and Completed Operations, and Contractual Liability Insurance. No exclusion should apply for explosion, collapse, and underground hazards. The required insurance shall be in limits not less than:
    1. \$1,000,000 Bodily Injury & Property Damage: (each occurrence)
    2. \$1,000,000 Personal Injury
    3. \$2,000,000 General Aggregate
    4. \$2,000,000 Products and Completed Operations
  - c. Automobile Liability Insurance – Coverage to include all owned, non-owned and hired automobiles used relating to the Work with the following minimums:
    - i. \$1,000,000 Bodily Injury & Property Damage (each occurrence) each accident combined single limit.

The Residences 1 & 2 HOA's  
901 & 921 West Ocean Drive  
Key Colony Beach, Florida 33051  
Proposal Form

Proposal of:

(name) Luis Enrique Figueroa (painting by Luis corp)  
(street) 18831 sw 294 tr.  
(city) Homestead (state) Fl. (zip) 33030

To furnish all materials, labor, equipment, services to perform all work in accordance with the provided 04/15/19 Exterior Painting SOW. Owner will pay for required permits. Proposals are to be submitted by noon 4/24/2019. Contract Award target date is noon 4/29/2019.

TO: The Residences 2 at 921 West Ocean Dr  
C/O Ken Coggins  
921 West Ocean Drive  
Key Colony Beach, Florida 33051

Ladies and Gentlemen:

1. The undersigned bidder has carefully examined the Contract Documents and the site of the proposed work and is familiar with the nature and extent of work and any local conditions that may in any manner affect the work to be done.

The lump sum price for the base bid work as specified and described shall be: (Base Bid work shall consist of the SOW and reference drawings provided for this project.)

Item 1A: Paint 901 (R1) building and detached garage

(100/dollars) thirty three thousand nine hundred - thirty dollars  
In words

(\$ 33,930)  
In numbers

Option Item 1B: Paint R1 garage doors

(100/dollars) One thousand nine hundred dollars  
In words

(\$ 1,900)  
--)

In numbers

Option Item 1C: Paint R1 exterior metal doors

(100/dollars) One thousand nine hundred twenty dollars  
In words

(\$ 1,920)  
--)

In numbers

Option Item 1D: Paint R1 building rails

(100/dollars) nineteen thousand nine hundred dollars  
In words

(\$ 19,900)  
--)

In numbers

Option Item 1E: Paint R1 pool equipment wall and adjacent columns

(100/dollars) Four hundred fifty dollars  
In words

(\$ 450)  
--)

In numbers

Option Item 1F: Paint R1 Main entrance and adjacent walls

(100/dollars) nine hundred dollars  
In words

(\$ 900)  
--)

In numbers

Option Item 1G: Caulk R1 Roof Gutter Cap/Lap

(100/dollars) three thousand dollars  
In words

(\$ 3,000)  
In numbers

Item 2A: Paint 921 (R2) building and detached garage

(100/dollars) thirty three thousand nine hundred thirty dollars  
In words

(\$ 33,930)  
In numbers

Option Item 2B: Paint R2 garage doors

(100/dollars) One thousand nine hundred dollars  
In words

(\$ 1,900)  
In numbers

Option Item 2C: Paint R2 exterior metal doors

(100/dollars) One thousand nine hundred twenty dollars  
In words

(\$ 1,920 (\$120 each))  
In numbers

Option Item 2D: Paint R2 building rails

(100/dollars) nineteen thousand - nine hundred dollars.  
In words

(\$ 19,900)



\_\_\_\_\_) In numbers

Option Item 2E: Paint R2 pool equipment wall and adjacent columns

(100/dollars) four hundred fifty. dollars  
In words

(\$ 450)  
\_\_\_\_\_) In numbers

Option Item 2F: Paint R2 Main entrance and adjacent walls

(100/dollars) nine hundred. dollars  
In words

(\$ 900)  
\_\_\_\_\_) In numbers

Option Item 2G: Caulk R2 Roof Gutter Cap/Lap

(100/dollars) three thousand. dollars  
In words

(\$ 3,000)  
\_\_\_\_\_) In numbers

numbers

Total for R1 - all items 1A thru 1G

(100/dollars) Sixty two thousand. dollars  
In words

(\$ 62,000)  
\_\_\_\_\_) In numbers

Total for R2 - all items 2A thru 2G

(100/dollars) Sixty two thousand. dollars  
In words

(\$ 62,000)  
In numbers

Discount if both HOA's award project at same time (if applicable)

(100/dollars) One thousand (every one)  
In words

(\$ 1,000)  
In numbers

3. The undersigned also agrees to be substantially complete the base bid work within 30 days (calendar) of the issuance of Contract.
4. The undersigned also agrees to be complete with all punch-out work and be off site within 30 days (calendar) of the issuance of Contract.

Date: 04/30/2019 Submitted

By: Luis Enrique Figueroa  
(Signature) Please Use Blue Ink

[Signature]  
(License Number and/or Qualifier's Number)  
SP.3877

(Name & Title) Luis E. Figueroa / President.

(Company) Painting by Luis Corp.

(Address) P.O. Box 901026  
Homestead FL 33090



**2019 Exterior Painting**  
**4/15/19 Scope of Work**  
**901 & 921 West Ocean Drive**

**Material:**

- a) Primer: Benjamin Moore Ultra Spec Masonry, acrylic sealer 608 or equal
- b) Paint: Benjamin Moore Aura, Low Lustre Finish 634 or equal
- c) Caulk: Sherwin Williams Sher-MAX, Urethanized Elastomeric Sealant or equal

**Deviation from SOW Specification:**

**We have identified our preferred material and painting methods. We are open to alternates. Please provide a written narrative for any variation of painting method along with product data sheets for alternate methods.**

**Main Building and Detached Garage:**

- a) Roof area:
  - i) Concrete Wall -
    - (1) Pressure wash
    - (2) Remove all Old Caulking & Prep
    - (3) Paint
      - (a) Apply Two (2) Coats of Primer.
      - (b) Apply Two (2) Coats of Finish Paint.
    - (4) Caulk concrete wall flashing
      - (a) Apply with 1/2" caulking spatula for maximum coverage on concrete wall and flashing.

b) Buildings:

- i) Walls, Columns, Soffits and Window sills -
  - (1) Pressure wash
  - (2) Remove Old Caulking from windows
  - (3) Clean Stucco Hairline Cracks
  - (4) If stucco crack is more than primer will fill, repair with Hydraulic Cement
  - (5) Paint
    - (a) Apply Two (2) Coats of Primer
    - (b) Apply Two (2) Coats of Finish Paint.
  - (6) Caulk window frame and sills
    - (a) Apply with 1/2" caulking spatula for maximum coverage on concrete wall and flashing.

Options –

- a) Doors
  - i) Quantity Four (4) Car Single Garage Doors, one (1) double and twelve (12) Fire Escape, Storage and Garage Entry doors.
  - ii) Sand, Prep & Paint
    - (1) Apply One (1) Coat of Rustoleum
    - (2) Apply One (1) Coat of Primer
    - (3) Apply Two (2) Coats of Finish Paint

Note: Application of One Coat of Primer Only - Due to Application of One (1) One Coat of Rustoleum (1 + 1 + 2).
- b) Rails-
  - i) Refurbish
    - (1) Please provide method and product for most durable finish
      - (a) Sand and prep (remove rail base water penetration material)
      - (b) electrostatic spray paint rails
      - (c) Redo rail base water penetration protection
  - c) Pool equipment wall (note: R2 has 1 detached column) -
    - (1) Pressure wash
    - (2) Repair stucco
    - (3) Paint
      - (a) Apply Two (2) Coats of Primer
      - (b) Apply Two (2) Coats of Finish Paint.
  - d) Front entrance wall (note: R1 has 4 detached columns, R2 has 1 detached column) -
    - (1) Pressure wash
    - (2) Paint
      - (a) Apply Two (2) Coats of Primer
      - (b) Apply Two (2) Coats of Finish Paint.
  - e) Roof Gutter Cap/Laps –
    - (1) Remove Old Caulking & Clean
    - (2) Apply proper primer for copper
    - (3) Caulk
    - (4) Drive in/replace nails that have backed out