

CONTRACT FOR SERVICES
(Balcony Replacement)

This Contract for Services ("Contract") is made on the date set forth below between **Portside Condominium Homeowners' Association, Inc.** (hereinafter called "Owner") and **GL Frazier, LLC** (hereinafter called "Contractor," CGC1515802).

The Owner and Contractor agree as follows:

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 ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

ARTICLE 1
DUTIES AND OBLIGATIONS OF CONTRACTOR AND OWNER

1.1 SCOPE OF SERVICES ("the Work"). Contractor will provide labor to perform the Scope of Work set forth in Contractor's Proposal dated February 10, 2022, and the Scope of Work set forth in Owner's Request for Quote, which are both attached hereto and incorporated herein for all purposes as **Exhibit A** and **Exhibit B** ("the Contract Documents"), respectively. All Work shall be performed in a workmanlike manner in accordance with the terms of this Contract and the requirements, conditions, and specifications set forth herein and in the Contract Documents. Payment of the Contract Sum described in Article 2 is conditional upon Contractor's completion of the Work in accordance with the terms set forth herein.

1.2 INSURANCE. Contractor shall at all times during the performance of this Contract and for a period of at least one year thereafter maintain the following minimum insurance coverages: Commercial General Liability (\$500,000 combined single limit per occurrence); Comprehensive Automobile Liability Insurance for owned, hired and non-owned and employee non-ownership

vehicles with minimum limits of \$500,000; Workers' Compensation to the extent required by Florida law; Umbrella Liability coverage at minimum limits of \$1,000,000 with respect to primary policies; and any other insurance required by law. Upon request, Contractor shall supply Owner with a Certificate of Insurance evidencing the coverages required by this section. Contractor shall ensure and verify that any subcontractors working on the project maintain at all times Commercial General Liability coverage and Workers' Compensation to the extent required by Florida law.

1.3 EMPLOYEES OF CONTRACTOR. Contractor shall be responsible for the hiring, payment, and acts of its employees. Contractor is an independent contractor, and neither Contractor nor its personnel or agents are employees of Owner. Owner shall not interfere with Contractor's right to control its employees.

1.4 COMPLIANCE WITH LAWS. Contractor shall at all times remain in compliance with all applicable Federal, State, and local laws, ordinances and regulations, social security acts, tax laws, unemployment and workers' compensation acts insofar as applicable to the performance of this Contract.

1.5 INDEMNIFICATION.

1.5.1 Contractor hereby agrees to indemnify and hold harmless the Owner and its directors, officers, agents, employees and members from and against claims, damages, bodily injury or property damage caused by any breach of this Agreement, negligent act, or willful omission of the Contractor, its agents, employees, or subcontractors. The foregoing indemnification obligation includes all expenses, including defense attorneys' fees and costs, arising from any construction liens arising by virtue of Contractor's nonpayment of subcontractors or materialmen. Without limitation of the foregoing, Contractor shall be liable for any damage to Owner's property resulting of any breach of this Agreement, negligent act or willful omission of Contractor, its agents, employees, or subcontractors. Notwithstanding this provision, Contractor shall have no responsibility to defend or indemnify Owner from liens or any other encumbrances which attach to Owner's property as a result of the Owner's failure to pay funds due to the Contractor.

1.5.2 Owner hereby agrees to indemnify and hold harmless the Contractor and its directors, officers, agents, employees, managers, partners, and members from and against claims, damages, bodily injury or property damage caused by any breach of this Agreement, negligent act or willful omission of the Owner, its agents, or its employees, but specifically excluding any of Owner's constituent unit owners (other than authorized agents acting on behalf of Owner), guests, tenants, renters or unaffiliated third parties on the premises.

1.5.3 As between the Owner and Contractor, the Contractor shall be responsible to the Owner for acts or omissions of parties or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors, but only to the extent such acts or omissions arise directly from performance of the contract Work. Any duty by the Contractor to indemnify and/or hold harmless shall be deemed co-extensive with the

insurance coverages that Contractor is required to maintain under the terms of this Agreement.

1.6 PERMITS, FEES AND LICENSES. Unless otherwise specifically stated in the Contract Documents, Contractor shall secure, at its own expense, any and all permits and licenses necessary for the execution of the Contractor's contractual obligations hereunder. Contractor agrees to provide proof of any of the aforementioned permits and licenses at any time during the term of this Contract at Owner's request. Contractor shall ensure that subcontractors, if any, possess all necessary permits and licenses to perform their scope of work.

1.7 SURRENDER. Upon this expiration of this Contract, Contractor shall remove any of its property that remains on Owner's property. Except for modifications inherent in the improvements to be performed under this Contract, Contractor agrees to leave Owner's property in substantially the same condition each was in prior to beginning the services described above. Any damage to Owner's property or any condominium unit outside of normal wear and tear shall be repaired promptly at Contractor's expense.

1.8 ACCESS TO PROPERTY. Contractor is authorized to use Owner's property as is reasonably necessary in the execution of the above-described services. It is understood that this Contract in no way creates a license, easement, or any other interest in any real property. Contractor shall inform Owner of any disruption in normal operations that is anticipated or that arises during performance of the Work, and shall coordinate with Owner to minimize the disruption caused by the Work.

1.9 STAGING AREA. If required by Contractor, Owner will provide a reasonable storage and staging area at or near the installation site.

1.10 INSPECTION. Upon completion of the Work, Owner or Owner's representative will be notified and shall promptly make himself/herself available at the job site to inspect the completed Work. Contractor will provide a form, which shall be signed by Owner or Owner's representative following completion if the Work has been performed to their satisfaction.

1.11 WORK SCHEDULE. Work shall be completed during the hours of 7:00 am to 6:00 pm Monday through Friday, and shall not be performed at other times, except with the prior written consent of Owner. Once scheduled and commenced, Contractor shall complete the Work within thirty-two (32) weeks or at a completion rate of one building per week, whichever may occur first, with an extension of time granted for rain days or other delays caused by inclement weather. Time is of the essence to all provisions of this Contract.

ARTICLE 2 **COMPENSATION**

2.1 PAYMENT FOR SERVICES. In exchange for satisfactory completion of the scope of services described above, Owner shall pay Contractor **\$5,921.00** on a per unit basis, inclusive of all applicable taxes, permits and fees (the "Contract Sum").

2.2 ALL INCLUSIVE. The above stated amount represents the total amount due to the Contractor, including, but not limited to, any labor, equipment, installation, demolition, debris disposal, and set up costs. Materials to be provided by Owner. **No claims for increases to the Contract Price will be allowed to the Contractor and no additional work will be performed unless authorized in advance by written change order signed by both parties.**

2.3 PAYMENT TERMS. Unless otherwise mutually agreed in writing, the Contract Sum is payable on a per building basis in the following manner: (i) fifty percent (50%) of unit cost is due upon the commencement of the Work; (ii) forty percent (40%) of unit cost is due upon substantial completion of the Work and Contractor's submission of a Request for Payment; and (iii) ten percent (10%) of unit cost is due upon final completion of the Work. Upon substantial completion of the Work, the Owner may adjust or reject the Contractor's Request for Payment in whole or in part, as may reasonably be necessary to protect the Owner from loss or damage based on the following:

- a. The Contractor's failure to properly pay subcontractors for labor, materials, equipment or supplies furnished in connection with the work;
- b. Nonconforming or defective work not corrected in a timely fashion;
- c. Reasonable evidence demonstrating that the unpaid balance of the Contract Sum is insufficient to fund the cost to correct or complete the work;
- d. A failure to provide any of the documents required by this section with the payment application.

The Contractor shall notify the Owner in writing when it considers that substantial completion of the Work has been achieved. The Owner shall review the work within two (2) business days and conduct an inspection of the Work, marking and notifying Contractor of any punch list items as the Owner deems appropriate. Contractor is obligated to correct reasonable punch list items. Once Contractor determines the punch list items have been corrected it will notify the Owner.

When final completion has been achieved as to all of the Work, excluding punch list if any, the Contractor shall submit for the Owner's acceptance a final application for payment stating that, to the best of Contractor's knowledge, the Work has reached final completion in accordance with the terms and conditions of the Contract Documents.

Attached to the Contractor's application and certification for final payment shall be a release and waiver of liens from the Contractor, any subcontractors, any material suppliers, and other persons or entities making a claim by reason of having provided labor, materials, and/or equipment relating to the work. The format for the release and waiver of lien shall be in accordance with Florida Statute Section 713.20(5). If any progress payments are requested during the course of the project, equivalent and lien waivers in accordance with Florida Statutes shall be provided with the progress payment request.

Payment by the Owner of any progress payment or final payment shall not constitute an acceptance of the Work or waiver or release of claims by the Owner against the Contractor, subcontractors

and material suppliers, including but not limited to claims based upon defective work or incomplete work.

Any portion of the Contract Sum not paid on or before the due date shall be deemed delinquent and shall bear interest at the rate of 12% per annum, beginning on the due date.

ARTICLE 3
LEGAL

3.1 TERMINATION. This Contract may be terminated by either party, with good cause shown, by giving the other party written notification of termination with the reasons for default explicitly stated therein. Prior to termination, the party alleged to be in breach shall be given ten (10) days from the date of notice to remedy the alleged default. In the event the default is not remedied within this time frame, the Contract may be terminated immediately. Any prepaid amounts for work not yet performed shall be returned to Owner in the event of a Contractor breach, in addition to any other remedies available under this Contract or Florida law. In the event of an Owner breach, Contractor shall be entitled to payment for work satisfactorily completed in accordance with this Contract and based on the payment provisions provided in Article 2.

3.2 WARRANTY.

3.2.1 The Contractor warrants to the Owner that materials used (to the extent provided by Contractor only) and equipment furnished shall be new and of good quality. The Contractor further warrants that the Work will be free from workmanship and/or material defects not intrinsic to the design. The Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage, use for a purpose for which the project was not intended, improper or insufficient maintenance, modifications performed by the Owner or others, or abuse.

3.2.2 Contractor warrants its Work for one (1) year, measured from final completion. If, within such time, any Work is found to be defective, then the Owner shall notify the Contractor in writing and Contractor shall promptly correct the defective Work without charge to Owner within thirty (30) days from Contractor's receipt of written notification.

3.2.3 The establishment of the time periods as described in this Section 3.2 relates only to specific obligations of the Contractor to correct the Work and have no relationship to the time within which the obligation to comply with the Contractor may be sought to be enforced or the time within which proceedings may be commenced.

3.3 JURISDICTION AND VENUE. The parties agree that the Contract was entered into in Bay County, Florida, and if any litigation should arise as a result of either party's breach of the terms and conditions of this Contract, jurisdiction and venue shall lie in the state court of competent



jurisdiction in and for Bay County, Florida. Any litigation arising under this Contract shall be determined in accordance with the law of the State of Florida.

3.4 NOTICE. Any notice required to be provided by this Contract shall be made by Certified Mail or hand delivery to the address stated below or such other address as each party may designate from time to time. Notwithstanding the foregoing, notice will be deemed sufficient if provided in any form in writing (including e-mail or facsimile) and acknowledged with a response by the receiving Party.

3.5 ATTORNEY'S FEES. In an action on this Contract at law or in equity, the prevailing party shall be entitled to recover its legal expenses, including reasonable attorney's fees and costs, and including legal expenses incurred on appeal or in post-judgment collection.

3.6 MODIFICATION. This contract may not be modified in any way, except in writing signed by all parties.

3.7 ASSIGNMENT. This Contract may not be assigned by either party without the express written permission of the other party.

3.8 ENTIRE CONTRACT. This Contract and any attachments hereto, which are explicitly referenced in the Contract, constitute the entire contract and understanding between the parties. Except where provided by the terms of this Contract, no statements, promises, or inducements made by any party hereto which is not contained herein shall be binding or valid.

3.9 VALIDITY. Partial or complete invalidity of any one or more provisions of this agreement shall not affect the validity or continuing force and effect of any other provision.

3.10 WAIVER. The failure of either party to insist in any one or more instances on the performance of any of the terms, covenants, or conditions of this agreement or to exercise any of its rights shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to future performance.

3.11 CONFLICT. In the event of a conflict between the provisions of the body of this Agreement and the Contract Documents, this Agreement shall control.

3.12 INTERPRETATION. The parties agree that each has participated in the drafting of this Agreement and/or been afforded the opportunity to review the terms set forth herein with its respective legal counsel. As such, no clause herein shall be construed against any party as the drafter of the Agreement or of the specific clause in question but shall always be interpreted in a neutral manner.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have executed this contract on this _____ day of February 2022.

CONTRACTOR

GL Frazier, LLC

755 Grand Blvd.

Suite 105B122

Miramar Beach, FL 32550

By: 

Title: MANAGER

OWNER

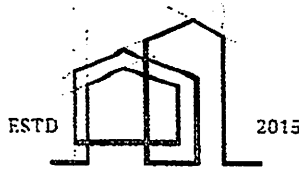
**Portside Condominium Homeowners
Association, Inc.**

17620 Front Beach Road

Panama City Beach, FL 32413

By: 

Title: President



GL Frazier, LLC
Certified General Contractor

Proposal for Balcony Replacement

Date: February 10, 2022

**Project: Portside Homeowners Association
17620 Front Beach Road
Panama City Beach, FL 32413**

JOB: Portside Condo Balcony Replacement

SCOPE OF WORK:

EXTERIOR

1. Demolish Balconies on all units except for the M Building and repair any rotten wood underneath the Balcony band beam. Contractor will be responsible for any damage caused by them to the Unit during the Demolition Process.
2. Provide Roll Off for Demolition and Construction waste and clean-up work area at the end of each day.
3. Obtain Building Permit with Panama City Beach Building Department for each Building using plans provided by Portside (Dated 12/2/21)
4. Provide Contractors' License and required Insurance with Portside name as an Additional Insured.
5. Provide a Labor Only price for the Replacement of the Balconies per the Plans and Specs for each unit as required for that Building's style and design of Balcony.
6. Replacement of all storage Shed Roofs to include replacement of Plywood if rotten and cover with Peel and Stick material with new Drip edge applied.
7. Provide Poly sulfate Caulking in dark brown to caulk edges of roof area at Storage Shed.
8. Supply labor, concrete and re-bar to dig, form and place rebar and concrete 2'X2'X1' footers as required by the new construction plans.
9. Supply labor to remove and replace Front Porch wood material (opposite side of unit entrance) per the Plans provided by Portside.
10. Portside will provide all Anchors, Lumber, Fasteners for the project.
11. Contractor must supply enough personnel to be able to complete project in 32 weeks or at the rate of one Building per week.

12. Contractor will have staging locations for Building materials on site that must always be kept orderly and clean.
13. Contractor must use a 4' high Portable Orange Fence or comparable barrier to keep non construction people out of the construction area as each building is being worked on.
14. Contractor must furnish his own Portable Power unit and not use electricity from the units.
15. Contractor shall furnish Porta Potty units throughout the duration of the Project.
16. Contractor and Portside management must at all time coordinate project schedule to insure owner corporation with construction work.

NOTES:

- Change Orders for additional work will be negotiated on an as needed basis.

The HOA has the sole authority, not the OWNER, to ask Contractor for any Change Order that is outside of the SCOPE OF WORK as listed above. Contractor will provide said Change Order to the HOA within 3 work-days along with the Added Cost. If accepted by the HOA, payment will be required prior to commencement of the CO.

TOTAL CONTRACT AMOUNT: Demolish and Replace Balcony Labor: \$5,921 / Unit

PAYMENT: On a per building basis; 50% of Unit Cost at the start. Upon substantial completion a Request for Payment at 40% of Unit Cost. Final payment, 10% upon completion of the Units.



**Thomas C. Grant, Sr.
GL Frazier, LLC
General Contractor
CGC1515802**

Request for Quote;

Scope of work for the replacement of Balconies at Portside

1. Surgically Demolish Balconies on all units except for the M Building and repair any rotten wood underneath the Balcony band beam. Contractor will be responsible for any damage caused by them to the Unit during the Demolition Process.
2. Provide Roll Off for Demolition and Construction waste and clean up work at the end of each day.
3. Obtain Building Permit for each Building using plans provided by Portside
4. Provide contractors License and required Insurance with Portside name as an Additional Insured.
5. Provide a Labor Only price for the Replacement of the Balconies per the Plans and Specs for each unit as required for that Building's style and design of Balcony.
6. Replacement of all storage Shed Roofs to include replacement of Plywood if rotten and cover with Peel and Stick material with new Drip edge applied.
7. Provide (Polyurethane Sealant Caulking, i.e. BSAF Master Seal NP1) in dark brown to caulk edges of roof area.
8. Supply labor, concrete and re-bar to dig, form and place rebar and concrete 2'X2'X1' footers as required by the new construction plans.
9. Supply labor to remove and replace Front Porch (opposite side of unit entrance) per the Plans provided by Portside.
10. Portside will provide all Anchors, Lumber, Fasteners for the project.
11. Contractor must supply enough personnel to be able to complete project in 32 weeks or at the rate of one Building per week.
12. Contractor will have staging locations for Building materials on site that must always be kept orderly and clean.
13. Contractor must clean up ALL Debris at the end of each day so that there are no trip and fall hazards in the area around the construction area.
14. Contractor must use a 4' high Portable Orange Fence or comparable barrier to keep non construction people out of the construction area as each building is being worked on.
15. Contractor must furnish his own Portable Power unit and not use electricity from the units.
16. Contractor shall furnish Porta Potty units throughout the duration of the Project.
17. Contractor and Portside management must at all time coordinate project schedule to insure owner corporation with construction work.