

Construction Contract

This agreement is made on the date set forth below between Oak Group, Inc (DBA) Imagine Repairs & Renovations, Inc. (Contractor) and Aquarius Condominium Association, Inc. (Owner)

Owner Information

Aquarius Condominium Association, Inc.
2751 South Ocean Drive
Hollywood, FL 33019

NOTICE OF FLORIDA'S CONSTRUCTION LIEN LAW

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.

1. Project Description

A. For a price identified below, Contractor agrees to complete improvement (Public Area) for Owner.

2. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor \$226,942.00 for completing the Work described as the Project. See Exhibit A (Attached)

3. Allowances

4. Scheduled Start of Construction

A. Work under this agreement will begin within 14 Calendar Days after the following contingencies have been met.

1. Complete Plans and Specifications have been approved and initialed by both Owner and Contractor.
2. Owner has obtained a construction loan or other financing acceptable to Contractor.
3. Owner has obtained all architectural approvals from subdivision or neighborhood authorities.
4. All appropriate building permits have been issued.
5. Contractor has provided Owner, via certified mail, a list of all subcontractors and suppliers to provide services or materials to Owner's property.

5. Scheduled Completion of Construction

A. Work under this agreement will be Substantially Complete within 130 calendar days after the date construction begins and the completion date of the Project shall be considered 18 calendar days thereafter ("Completion Date"). Other than delays not caused by the Contractor or caused by a force majeure event, by the Owner or his/her agents, by change orders, by amendments to this Contract or by and/or through a breach of this Contract by Owner, including non-payment of all amounts owed, the Contractor shall be penalized 1% (One Percent) of the Contract Price for each day beyond the fifteenth day after the Completion Date the Project is not Substantially Complete.

6. Scope of Work

A. Contractor shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Project in compliance with the Contract Documents. This agreement incorporates the proposal between the Owner and the Contractor attached hereto as Exhibit "A".

7. Cutting and Patching

A. The color, texture and planes between existing and new materials might not match exactly. Contractor will use due diligence to create the best match possible. Owner acknowledges that patched surfaces may be detectable when construction is complete.

8. Permits and Fees

A. Contractor shall secure all permits, licenses and renewals required by government authority to complete construction of the Project. If permits are required for Subcontracted Work, Subcontractors will secure those permits. Owner shall assist Contractor in responding to requests for information from the permit-issuing authority. Contractor shall provide Owner a copy of each permit, license and renewal issued by government authority for the Project. Owner will pay the building permit fee, Plan check fee, business license fees for Contractor and Subcontractors, and charges levied by government for testing, Inspection and Re-inspection of the Project. The Contract Price includes the following fees and charges to be paid by the Contractor (if empty then none and all fees to be paid by Owner):

9. Owner's Responsibilities

A. Owner affirms that Owner has the right to enter into this agreement and has the right to contract for construction of the Project on the Job Site. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

B. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor or Subcontractors except as provided under this agreement.

10. Construction by Others

A. Owner shall neither hire nor retain Separate Contractors, Subcontractors, employees or agents of Owner to perform Work on the Job Site while Work is being done under this agreement by Contractor.

11. Representations by Contractor

A. Owner has reported to Contractor all conditions known to Owner which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

12. Disclaimer by Owner, Reliance by Contractor

A. Owner has provided Contractor with information on subsurface or concealed conditions at the Job Site. Except to the extent that Contractor knows this information to be false, Contractor is entitled to rely on the accuracy of this information.

13. Discrepancy Between Plans and Field Conditions

A. If any concealed structure, water, power, waste, drain or gas line is uncovered or revealed during construction which is not as indicated in the Contract Documents or is inconsistent with information provided by Owner, Contractor shall promptly, and before any such structure or line is disturbed or damaged (except in an Emergency), notify Owner. Contractor shall submit a Claim for a Change Order which covers the additional cost incurred as a result of such structure, water, power, waste, drain, or gas line uncovered or revealed during construction.

14. Differing Site Conditions

A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner on encountering unforeseeable conditions adversely affecting the Work. Owner shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to Contractor or the time required for performing any part of the Work and were not reasonably foreseeable by an experienced Contractor, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

B. If concealed or unanticipated conditions require a change in the Plans or Specifications, Contractor will issue a Change Order modifying the Contract Documents, Contract Price and Contract Completion Date, if any and of which e-mail confirmation is acceptable.

C. Anything in this contract notwithstanding, Contractor is entitled to rely on express or implied representations concerning site conditions made by Owner and those employed by Owner regardless of whether those representations are made in Contract Documents or otherwise.

15. Payment Plan

A. Owner will pay to Contractor the Contract Price in installments consisting of an initial payment, progress payments, and a final payment on completion of the Work.

16. Initial Payment

A. On initial acceptance, Owner shall pay to Contractor \$68,082.60

17. Progress Payments

1. Progress payments are due as each phase of the work is completed.

I. Amount due when Job Phase 1 is complete: \$45,388.40

Job Phase 1 is complete when permit is approved and materials delivered to site

II. Amount due when Job Phase 2 is complete: \$56,735.50

Job Phase 2 is complete when lobby ceiling completed.

III. Amount due when Job Phase 3 is complete: \$45,388.40

Job Phase 3 is complete when bathrooms and social rooms are completed

IV. Amount due when Job Phase 4 is complete: \$11,347.10

Job Phase 4 is complete when final inspections are approved

18. Processing of Progress Payments

1. No less than 2 Calendar Days before each progress payment is due under the terms of this contract, Contractor shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.

2. Within 2 Calendar Days after receipt of an application for payment, Owner shall pay Contractor the amount in the application. Upon receipt of each payment, Contractor shall tender to Owner a Partial Release of Lien for all workers and materials covering the payment amount. 3. Unless otherwise provided in the Contract Documents, applications for payment may include, at the option of Contractor, itemized charges for materials and equipment not yet incorporated in the Work but delivered and suitably stored on the Job Site. Application for payment for stored materials and equipment shall include a bill of sale or other confirmation that stored materials and equipment are the property of Owner.

19. Contract Allowances

A. The Contract Price includes the sum of all contract allowance items identified in this agreement. The price listed for each contract allowance item is a preliminary estimate made before actual selection by Owner of the item to be installed. Contractor makes no representation that purchase and Installation of any contract allowance item can be performed for the contract allowance price. Cost to Owner for any contract allowance item may be more or less than the contract allowance price.

B. If the cost to Contractor for a contract allowance item is more or less than the allowance price, the Contract Price shall be adjusted for the difference by a Change Order.

- C. Selection by Owner of contract allowance items shall be submitted in writing to Contractor. At the request of Contractor, Owner shall verify selection of each contract allowance item with the Material Supplier and provide Contractor with confirmation that the order is correct.
- D. If selection of any contract allowance item by Owner delays the Work, the Contract Completion Date shall be extended by the equivalent of the delay and Contractor shall be entitled to recover for the cost of delay, including liquidated damages, shutdown or startup expense, lost profits, or consequential damages.

20. Interest

- A. Payments due and not made under the Contract Documents shall bear interest from the date payment is due at an annual rate of 18 percent or at the rate established by Florida Statutes section 55.03, whichever is higher.
- B. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.
- C. Any interest which remains unpaid at the end of any 30-Calendar Day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

21. Final Payment

- A. Contractor will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Contractor for the entire unpaid balance of the contract amount (including any Retainage). Upon receipt of the entire unpaid balance of the contract amount (including returning any Retainage), Contractor shall tender to owner a Contractor's Affidavit including Release of Lien from all parties who provided services or materials.
- B. Making of final payment constitutes waiver of all Claims by Owner against Contractor except those Claims previously made in writing and delivered to Contractor and those obligations otherwise provided by this agreement or by operation of Law.
- C. If completion of the Work is delayed unreasonably at no fault of Contractor, Contractor shall be entitled to final payment for all Work completed (including Retainage) without prejudice to the right of Contractor to complete the Project at a later date and without prejudice to the right of Owner to make Claims against Contractor for Defects in Work completed.

22. Changes in the Work

- A. Except as provided elsewhere in this agreement, no change to this contract (including Modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement of which confirmation via e-mail is accepted. Unless otherwise set forth herein, all changes, Change Orders and/or modifications are quoted as cost plus 10% (Ten Percent).
- B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work. The price adjustment for Extra Work or reduced Work required by a Change Order shall be the difference in cost to Contractor for material, labor (including actual medical, pension and vacation expense), Subcontract expense, equipment cost, supervision, taxes, insurance and overhead plus a reasonable profit. Profit and overhead (including Job Site overhead, off-site overhead and overhead caused by delay) shall be 25 percent of the cost of Work performed by crews of Contractor and 15 percent for Work performed by any Subcontractor. No deduction for overhead and profit shall be made on a Change Order which results in a net credit to Owner.
- C. Contractor is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor will inform Owner of each minor change made in the Work.

23. Warranty

- A. CONTRACTOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF FITNESS FOR PURPOSE OR MERCHANTABILITY OR HABITABILITY. ANY WARRANTY OR LIMITED WARRANTY SHALL BE AS PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND MATERIALS USED IN THE PROJECT. OWNER, TO THE EXTENT PERMITTED BY LAW, WILL RECEIVE THE PROJECT "AS IS" AND SHOULD UNDERTAKE WHATEVER INSPECTION MAY BE CONSIDERED NECESSARY TO BE CERTAIN THAT THE QUALITY AND CONDITION OF THE WORK IS AS PROVIDED BY THIS AGREEMENT. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THIS DOCUMENT. THIS DISCLAIMER OF WARRANTY IS OF THE ESSENCE OF THIS AGREEMENT IS AND PART OF THE BARGAINED FOR CONSIDERATION IN THIS CONTRACT. BY INITIALING THIS CONTRACT, OWNER ACKNOWLEDGES READING AND UNDERSTANDING THIS DISCLAIMER AND HAVING HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT THIS DISCLAIMER AND GET PROFESSIONAL COUNSEL ON THE MEANING OF THIS DISCLAIMER. CONTRACTOR SHALL PROVIDE A ONE YEAR LIMITED WARRANTY OF THE CONTRACTOR'S WORKMANSHIP ("WORKMANSHIP WARRANTY"). THE WORKMANSHIP WARRANTY IS LIMITED AND APPLIES ONLY TO WORKMANSHIP PERFORMED BELOW INDUSTRY TRADE PRACTICES OR NOT IN CONFORMANCE WITH THE SPECIFICATIONS OF THIS CONTRACT. CONTRACTOR SHALL, FREE OF CHARGE, REPAIR ONLY DEFECTIVE WORKMANSHIP PERFORMED BELOW INDUSTRY TRADE PRACTICES OR NOT IN CONFORMANCE WITH THE SPECIFICATIONS OF THIS CONTRACT AND ONLY SUBJECT TO THE FOLLOWING CONDITIONS WHICH ARE ACKNOWLEDGED BY THE PARTIES AS CONDITIONS PRECEDENT AND MATERIAL TO THE OWNER(S) BEING ABLE TO MAKE A CLAIM UNDER THE WORKMANSHIP WARRANTY: 1. THE WORKMANSHIP WARRANTY PERIOD SHALL BEGIN FROM THE DATE OF SUBSTANTIAL COMPLETION AND END ONE CALENDAR YEAR LATER ON THE SAME DATE. WORK DONE BY CONTRACTOR IN COMPLIANCE WITH THE WORKMANSHIP WARRANTY DOES NOT EXTEND THE PERIOD OF THE WORKMANSHIP WARRANTY. ALL AMOUNTS DUE AND OWING TO THE CONTRACTOR PURSUANT TO THIS CONTRACT MUST BE PAID IN FULL BY OWNER PRIOR TO THE CONTRACTOR PERFORMING ANY WORKMANSHIP WARRANTY REPAIRS. DELAYS IN PAYMENT TO THE CONTRACTOR BY THE OWNER DO NOT EXTEND THE WORKMANSHIP WARRANTY.

2. OWNER MUST SEND TO CONTRACTOR A WRITTEN NOTICE OF CLAIM UNDER THE WORKMANSHIP WARRANTY DESCRIBING THE CLAIM WITHIN TEN (10) DAYS AFTER ANY WARRANTED CONDITION HAS OCCURRED.

3. REPAIRS OR CLAIMS MADE PURSUANT TO THE WORKMANSHIP WARRANTY DO NOT EXTEND THE WORKMANSHIP WARRANTY.

4. THE WORKMANSHIP WARRANTY DOES NOT COVER ANY DEFECTS IN PURPOSE, PERFORMANCE, APPEARANCE OR OTHERWISE OF ANY MATERIALS, EQUIPMENT, VENDORS, MANUFACTURERS, SUPPLIES, SUPPLIERS ITEMS, GOODS, SERVICES OR PRODUCTS PURCHASED, CONSTRUCTED, UTILIZED OR INSTALLED BY CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL DELIVER TO OWNER ALL WARRANTIES, IF ANY, PROVIDED BY THE VENDORS, MANUFACTURERS OR

SUPPLIERS OF ANY MATERIALS, EQUIPMENT, SUPPLIES, ITEMS, GOODS, SERVICES OR PRODUCTS PURCHASED, UTILIZED OR INSTALLED BY CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR SHALL HAVE NO OBLIGATION UNDER WARRANTIES PROVIDED BY OTHERS TO RENDER ANY ASSISTANCE THAT OWNER MAY REQUIRE IN ENFORCING THE TERMS OF THOSE WARRANTIES.

5. CONTRACTOR SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY.

JY
OWNER INITIALS

7/20/2015
DATE

JY
OWNER INITIALS

7/20/2015
DATE

24. Contractor Claims

A. If Contractor claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Claim for such costs or time.

B. Unresolved Claims or disputes shall not cause Contractor to delay or suspend Work or for Owner to delay or suspend payments as provided by this agreement. Continued performance by Contractor shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. Contractor shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.

25. Arbitration

A. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. The location of arbitration hearings held under this agreement shall be the county in which the Project is located unless agreed to otherwise by all Parties to the arbitration.

26. Insurance

1. Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

27. No Waiver of Contract Provisions

A. The failure of either Party to insist on strict performance of terms, covenants and conditions in the Contract Documents shall not be construed as waiver of any term, covenant or condition in the Contract Documents. Nor shall any custom or practice which may evolve between Contractor and Owner be construed to waive or lessen the right of either Party to insist upon performance in strict compliance with the Contract Documents.

28. Cumulative Remedies/ Miscellaneous

A. If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect. All rights and remedies provided to Contractor by the Contract Documents are cumulative and in addition to and not in limitation of rights and remedies available to Contractor at Law or in equity.

FLORIDA HOMEOWNER'S CONSTRUCTION RECOVERY FUND

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

DIVISION OF PROFESSIONS, CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET, TALLAHASSEE, FL 32399 PHONE: 850.487.1395, EMAIL:
CALL.CENTER@DBPR.STATE.FL.US

Signatures

This contract is for immediate acceptance. Any delay in acceptance beyond 1/26/2015 will require renegotiation of the terms of this agreement. This agreement is entered into as of the date written below.

Owner: Aquarius Condominium Association, Inc.

Imagine Repairs & Renovations, Inc.:

[Signature]
(Signature)

7/20/2015
(Date)

[Signature]
(Signature)

7/20/15
(Date)

JNA YOUSSEF
(Printed Name)

Jeffrey Snipek
(Printed Name)