

My Condominium Association
Construction Contract

1/26/21

1. **Contract Parties:** This contract is between _____ (“Vendor” or “Contractor”) located at _____, licensed as a general contractor under license number _____, and My Condominium Association (“Customer” or “Association”) located at 275 Palm Ave Apt D207, Jupiter, FL 33477.

2. **Included in Contract:**

- Material and labor to build a _____.
- Included are _____.
- The removal and haul away of _____.

3. **Materials:**

- **Material A:**
- **Material B:**
- **Material C:**

4. **Contract Price (Fixed):**

Project Component	Quantity	Unit Price	Material & Labor
Remove	---	---	\$000.00
Provide	----	----	\$000.00
Construct	000 sq. ft.	\$0.00 per sq. ft.	\$0,000.00
Install	000 sq. ft.	\$0.00 per sq. ft.	\$0,000.00
Add	000 sq. ft.	\$0.00 per sq. ft.	\$000.00
Total			\$0,000.00

5. **Design:** The _____ design and installation will generally conform to specifications provided by the _____.

6. **Terms:** Work will commence upon receipt of a 50% (\$0,000) down payment. Final payment of \$0,000 will be due upon satisfactory completion and inspection of the project.

7. **Possible Extras:** This is a fixed price contract with any extra work, such as _____, requiring a change order.

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8. **Timing:** Work will begin in _____ 2021 and complete within 30 days from start of work.
9. **During Construction:** While construction is in progress, Vendor will maintain a safe and tidy environment, assuring that construction debris is collected at the end of each workday and that areas under construction are fenced off and appropriately marked (as needed) to discourage/prevent access. Customer will assume liability for damage to landscaping unless due to negligence of Vendor.
10. **Work Hours:** In accordance with Customer's rules, work can only be performed Monday thru Friday between the hours of 8:00 a.m. and 6:00 p.m. No work can be performed on Saturday or Sunday.
11. **Electrical Supply:** Customer will provide any required electricity (20-amp service).
12. **Rework:** If, upon final inspection, the completed job is found to be differing from the quoted specifications or unacceptable to Customer for other significant reasons (poor workmanship, design mismatch, wrong materials, poor quality, etc.), Vendor will make the necessary corrections within thirty (30) days at Vendor's sole cost.
13. **Use of Subcontractors:** All necessary materials will be supplied by Vendor and all work will be performed by Vendor personnel (i.e., no subcontractors will be utilized).
14. **Insurance and Bonding:** In addition to Workmen's Compensation, as required by law, Vendor shall procure Comprehensive General Liability insurance in the minimum amount of \$1,000,000 and Automobile Liability insurance in the minimum amount of \$500,000. Vendor shall also carry a fidelity bond covering Vendor, its officers, employees, agents, or representatives in the minimum amount of \$1,000,000. Contractor hereby notifies Association that it has liability insurance coverage with: _____ under policy number: _____ and with coverage limits of: 1,000,000 and Workmen's Compensation Insurance with: _____. If requested by the Association, Contractor shall obtain a certificate from the Contractor's insurance carrier naming the Association as an additional insured or a certificate showing the Association as a Certificate Holder.
15. **Project Manager:** The Manager for this project will be _____, owner of _____. The site Supervisor will be _____, who will interface as necessary with _____, the Association's Property Manager. Mr. _____ and _____ will provide complete contact information, including cell phone number, and calls during normal business hours will be promptly answered.
16. **Change Orders:** Any and all changes in scope will be cost estimated by Vendor for approval by Customer before the additional work begins. Customer's Property Manager will

have signature authority for scope changes, with Board concurrence on any major changes. Changes will be approved in a timely manner to prevent delay of work.

17. **Contract Amendments:** No modification, amendment, supplement to or waiver of the Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.
18. **Contract Enforcement:** A failure or delay of Customer to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement or any Change Order.
19. **Warranty:** Contractor agrees to remain liable for any loss or damage to the Association caused by the Contractor, its employees and agent's negligence, and further, all work performed by vendor shall be guaranteed and warranted to perform properly for a period not less than one (1) year after the work is performed.
20. **Default:** The Association shall have the right to terminate this Contract upon written notice for any of the following occurrences: (i) the breach of any contract, obligation, covenant, representation, or warranty of Contractor, (ii) misconduct, malfeasance, or misfeasance by Contractor in connection with the performance of Contractor's duties, (iii) willful or knowing refusal by Contractor to perform its duties under this Contract, or (iv) failure to supply the Association, upon demand, of proof of insurance. Furthermore, the Association shall have the right, upon thirty (30) days written notice, to terminate this Contract without cause. The provisions of this Section shall survive the termination of this Contract.
21. **Attorneys' Fees:** Should either party bring suit to enforce any of the terms of this Contract, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees at trial, bankruptcy, and all appellate court levels.
22. **Assignment:** Contractor may not assign or subcontract any rights or delegate any obligations under this Contract without the written consent of the Association.
23. **Counterparts:** This Contract may be executed in any number of in the same or separate counterparts by each separate party each of which shall be deemed to be an original instrument.
24. **Facsimile/PDF:** A facsimile or electronic pdf copy of this Contract and any signatures thereon, shall be considered, for all purposes, as originals.
25. **Disclaimers and Warranty:** Notwithstanding any limitations or disclaimers contained in Contractor's Contract, the Contractor agrees to remain liable for any loss or damage to the

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Association caused by the Contractor, its employees and agent's negligence, and further, all work performed by vendor shall be guaranteed and warranted to perform properly for a period not less than one (1) year after the work is performed.

Except as expressly amended the Contract is in full force and effect.

Association:

_____ My Condominium Association, Inc.

By: Paul St. Clair

Print Name: Paul St. Clair

Title: President

Date: _____

Contractor:

By: _____

Print Name: _____

Title: _____

Date: _____, 2021