



ANCHOR
PAINTING COMPANY
QUALITY THAT WEATHERS THE STORM

ANCHORPAINTING.COM
274 E. Eau Gallie Blvd., Suite 342
Indian Harbour Beach, FL 32937-4874

March 29, 2019
CONTRACT AGREEMENT

THIS AGREEMENT, submitted between Anchor Painting, Inc., hereinafter called the Contractor, and Lantana Oceanfront Condominium Association, Inc., hereinafter called the Owner, agree as follows:

The Contractor shall furnish materials, equipment, and labor, as well as perform the work in a workmanlike manner on the following described property to wit:

Lantana Oceanfront Condominium – Specified Areas
1831 Highway A1A
Indian Harbour Beach, FL 32937

SCOPE OF PROJECT

The chemical treatment and pressure cleaning of surfaces to be painted, sealant application, patching of cracks, and coating application to previously painted specified exterior **A.) north and south sides only** of four (4) main building wall faces, and if selected **B.) clubhouse** including walls, soffit, fascia, drip edge, overhang ceilings and beams, stair sides and undersides, exterior sides of eight (8) clubhouse doors and jambs, **C.) north and south sides only** of four (4) main building shutter boxes and end caps with Richard's Paint recommended products or other manufacturer's equivalent.

Excluded areas: all other north and south side surfaces, all east and west side surfaces, options unless selected, pool deck, other buildings or structures, all other doors, roof, railings, all floors, sidewalks, curbing, parking lot, fences, gates, beach access walkway, north and south hurricane shutter guides, rails, and shutters, light fixtures, factory finishes, vinyl surfaces, window and slider frames and screens, window glazing, signage, numbers or letters, all interior surfaces, or any other areas not specified above.

Contractor will gladly provide a quote for the excluded areas, upon request.

elizabeth@anchor

SCOPE OF WORK

I. General Surface Preparation

1. Exterior surfaces to be painted shall be thoroughly pressure cleaned with a minimum of 3000 PSI using a 25-degree angle to completely remove dirt, loose flaking paint, and chalking oxidized paint. Mold and mildew will be chemically treated with a 1:1 solution of Chlorine and water. Special care will be taken to insure personal property is not damaged by water. Walkways and outside areas will be cleaned of paint chips and debris. Contractor will rinse dirt and road debris off of windows as needed, however, water spots may remain. Professional window cleaning services are recommended after completion of project.
2. Exterior surfaces to be caulked shall be raked out, as necessary, to remove loose, deteriorated material, and non-compatible sealant. Surface shall then be dusted and brushed with Xylene to clean any remaining dirt residue and evaporate moisture. Surfaces shall then be sealed with Richard's Paint 55 year Sealant, as necessary, in the specified areas below:
 - a) Miscellaneous voids such as electrical outlets, faucets, drainage pipes, cables or lighting fixtures.
 - b) Around exterior entrance door casings and window frame to stucco intersections.
 - c) Vertical and horizontal expansion joints and control cracks and around miscellaneous trim bands or raised decorative masonry.
 - d) Supporting and non supporting walls, support extensions, and support columns.

II. Crack Repairs

Cracks in stucco that are smaller than 1/16" shall be patched with Richard's Paint Seal-Flex Elastomeric Patching Compound, #C-500 and then textured to match existing surfaces as much as possible. Cracks greater than 1/16" shall be cut out, filled with the appropriate size backing rod, filled with Richard's Paint Sealant, and then leveled with Richard's Paint Seal-Flex Elastomeric Patching Compound, #C-500.

III. Coating Application

Previously painted specified exterior **A.) north and south sides only** of four (4) main building wall faces, and if selected, B.) clubhouse including walls, soffit, fascia, drip edge, stair sides and undersides shall receive one (1) coat of Richard's Rich-Flex Multi-Surface Conditioner, #1791, followed by **OPTION 1:** one (1) coat of Richard's #400 Signature Series Satin, **OR** **OPTION 2:** upgrade to one (1) coat of Richard's #220 Eternity Coating.

IV. Ceilings

If selected, previously painted **B.) clubhouse** overhang ceilings and beams shall receive **OPTION 1:** one (1) coat of Richard's #400 Signature Series Satin, **OR** **OPTION 2:** upgrade to one (1) coat of Richard's #220 Eternity Coating.

V. Optional Clubhouse Doors and Jambs

If selected. B.) **clubhouse** exterior sides of eight (8) doors and jambs to be painted shall first receive minor grinding or hand sanding to remove dust, dirt residue, or greasy film then solvent cleaned with either Denatured Alcohol or Cleaner/Degreaser. Bare, peeling or lightly rusted areas shall be primed with Richard's #1018 Rust Shield Metal Primer, followed by **OPTION 1:** one (1) coat of Richard's Rust Shield II 100% Acrylic DTM Industrial Gloss Enamel, **OR OPTION 2:** **upgrade to two (2) coats** of Richard's Rust Shield II 100% Acrylic DTM Industrial Gloss Enamel. Heavily rusted areas shall be primed with Richard's Industrial Universal Primer #1120, followed by Richard's Industrial Enamel #1000, instead of #1018 and DTM.

VI. Optional Shutter Boxes and End Caps

If selected. C.) **north and south sides only** of four (4) main building shutter boxes and end caps to be painted shall first receive minor grinding or hand sanding to remove dust, dirt residue, or greasy film then solvent cleaned with either Denatured Alcohol or Cleaner/Degreaser. Bare, peeling or lightly rusted areas shall be primed with Richard's #1018 Rust Shield Metal Primer, followed by **two (2) coats** of Richard's Rust Shield II 100% Acrylic DTM Industrial Gloss Enamel. Heavily rusted areas shall be primed with Richard's Industrial Universal Primer #1120, followed by Richard's Industrial Enamel #1000, instead of #1018 and DTM.

Surfaces to be painted shall be applied with adequate pressure by skilled journeymen and with only the finest quality products.

MATERIALS, EQUIPMENT AND LABOR

1. Contractor shall furnish materials, equipment, labor, tools, and/or other structure and supervision required for the cartage, unloading, storage, surface preparation, application, and cleanup of the associated products covered in this specification.
2. As much as possible, Contractor will have the same Foreman and crew on the job and not relocate them for the duration of the project. Contractor cannot be responsible if unforeseen conditions arise.

SPECIAL CONDITIONS

1. Owner and Contractor will agree on any changes in the specifications before the work commences.
2. This contract may only be modified if Owner and Contractor sign a subsequently written Agreement that sets forth any changes. If there are any work modifications, the resulting cost or credit will be included in that Agreement.

3. Areas, grounds, windows, parking areas, etc. will be left clean of paint splattering and drippings. Plants, shrubbery and trees will be protected as much as possible. Contractor will use reasonable care to protect the work area.
4. Contractor shall provide covering or protection around scaffolding or other equipment used in this work. In addition to daily clean up, Contractor shall be responsible for storing materials and equipment.
5. Contractor shall not be liable for damage to parked vehicles or property under or near designated work areas, screens that are not removed, minor pitting or scratching of glass, or settling of dust on property near designated work areas.
6. Owner agrees to remove all personal property from entranceways and other work areas and trim all foliage clinging to or obstructing the work areas. Owner shall provide a water and electricity source. Owner permits Contractor to advertise and publish this work including images of all structures, both during and after the project.
7. Provisions shall be made to protect the Owner's property and property of residents from damage by notice distribution and safe working techniques. Residents and guests will be thoroughly guarded against hazard or injury by making full use of clearly marked signs and barricades. Any property damaged as a result of this work shall be restored or repaired by the Contractor, at his expense.
8. Owner's representative shall communicate directly with Contractor or his designated supervisor, and vice versa. If there are verbal and/or written disputes or conflicts, this contract shall prevail over any other verbiage, specifications, addenda and documentation, and shall be the sole governing document for this work.
9. Contractor cannot guarantee coverage until color selections are made and samples are applied (tests can be made prior to starting to determine coverage once color selection is finalized). For non-drastic color changes, one (1) coat primer sealer followed by one (1) finish coat may cover adequately. Drastic color changes may require two (2) finish coats, which would result in an additional fee for labor and materials.
10. Color changes that require additional coats to cover shall incur an additional fee for added labor and materials. Contractor may apply a sample, once the color is selected, upon Owner's request, to assist the Owner in determining number of coats desired. This contract is limited to three color choices, more of which may incur additional fees. Owner shall arrange for and obtain, at Owner's expense, any color permits or approvals required by local or state authorities prior to scheduling.
11. Contractor shall in no way be liable for damages, due to the normal course of work, such as water intrusion around leaky windows during pressure cleaning, etc. Contractor will perform work on specific, obvious repair areas according to the preceding scope, but will in no way be liable for any latent, unforeseen damage or work beyond what is described above. Carpentry, concrete and drywall repairs shall incur extra fees, unless specified otherwise.

12. Previous soundly bonded materials that remain intact, materials not removed by the pressure washing, scraping, and/or sanding process, shall be considered soundly bonded. Bare, peeling, chalky or dirty areas will receive surface conditioning primer, but it may be determined by Contractor to be unnecessary in some cases, at his own discretion, if the surface is free of these characteristics.
13. Contractor shall in no way be liable for damages, due to the normal course of work, to items that are already compromised by rust or age that can easily be damaged when lightly bumped or handled, as is required to do the work. Contractor shall in no way be responsible for replacing or repairing damaged items, including but not limited to, brittle screens, dry rotted plastic, cracked light covers, rusted handrail brackets, etc.
14. Contractor shall not be obligated to perform work on any inaccessible areas, walking surfaces such as sidewalks, interior surfaces such as closets, hallways, stairwells, or enclosures of any kind, or upon finished surfaces such as windows, light fixtures, stainless steel, etc., unless otherwise noted.
15. On surfaces that are peeled or rusted, it is assumed the peeled edges may still be visible after priming and painting, unless specifically stated otherwise. Contractor will prepare surfaces by lightly sanding and scraping for optimum adhesion but Owner must be aware the Contractor will be painting over previous layers of coating. Stripping surfaces to bare, if available, may be quoted upon request.
16. Should repairs become evident, Contractor has the means by which to provide this service. Contractor will gladly provide a bid for any such repairs.
17. Contractor shall dig a four (4) inch trench below ground level around surfaces to be painted, where applicable.
18. Contractor has projected a sequence of work, staging and method of application in order to expedite the project. Owner shall not change or specify the sequence of work, staging or application method, unless agreed upon prior to contract signing as changes may incur additional fees.
19. By signatures below, this constitutes the entire agreement between the parties.

INSURANCE, PERMITS, AND FEES

1. Contractor shall comply with city, state, and county licensing requirements. Price does not include permits or engineering fees, if structural damage is to be repaired.
2. Contractor shall submit statements of General Liability and Workers Compensation Coverage, upon request, and agrees to keep said insurance in force for the duration of this project.

ANCHOR WARRANTY & ANNUAL MAINTENANCE PROGRAM

1. For a period of **OPTION 1** eight (8) years **OR OPTION 2** twelve (12) years Anchor Painting, Inc. shall warrant that there will be no peeling or blistering, due to inferior workmanship, in specified painted stucco surfaces outlined in this contract.

2. **Anchor Painting, Inc. Annual Inspection & Annual Maintenance Program:**

Anchor Painting, Inc. shall inspect stucco surfaces every year, upon request, for the duration of the warranty period and provide to the Owner an annual written report, upon request, if any defects are observed and what corrective measures were taken.

3. This warranty does not cover, including but not limited to: standing water due to improper drainage or other means, leaks in roof, dynamic movement in the structure, new cracks that were not treated due to further structural settling, alterations of the existing structure by adding on or removing a portion, altering the use of the structure, vandalism, Acts of God, hurricanes, corrosion, floods, oxidation, rust, fading, abuse, negligence, deterioration of the surface caused by defects in the substrate or previous coatings, failure to maintain products as per the maintenance requirements, latent concealed conditions, faulty workmanship and materials of other manufacturers, contractors past or present, consequential damage, or any causes other than defective materials or inferior workmanship.
4. Remedy in the event that stucco peeling or blistering occurs, Contractor will rectify the problem area at no labor or material cost to the Owner.
5. Warranty document will be provided at the completion of the project and once final payment has been received. The warranty document must be fully executed in order to be valid. A sample document is available for review, upon request.

SUPPLEMENTAL CONSIDERATIONS OF PRODUCT LONGEVITY

Contractor recommends selecting Richard's #220 Eternity Coating, because the product is superbly resistant to blistering, peeling and crack penetration. Few other surface coatings on the market protect as well against wind-driven rain, alkali and efflorescence. Eternity also demonstrates exceptional flexibility, durability, fade resistance, and eliminates the need for frequent repaints.

CONTRACT PRICE

1. Work is guaranteed to be completed as specified, the scope of work to be performed in accordance with the specifications written above and completed in a substantial, workmanlike manner for the following sum:

Pricing - OPTION 1	Total	Initial
A.) north and south sides only of four (4) main building wall faces one (1) coat Richard's #400 Signature 8 year warranty	\$26,475.00	

* APR, 2019

\$23,000

Handwritten initials

NOTE: Contractor offers a \$3,475.00 discount to Option A above only, if Contract is signed by April 5, 2019 and Options A-C are selected and completed with one mobilization.

*****OR*****

Pricing - OPTION 2	Total	Initial
A.) north and south sides only of four (4) main building wall faces one (1) coat Richard's #220 Eternity 12 year warranty	\$32,745.00	

*****PLUS OPTIONS*****

CLUBHOUSE OPTIONS - OPTION 1	Total	Initial
B.) clubhouse including walls, overhang ceilings and beams, stair sides and undersides one (1) coat Richard's #400 Signature 8 year warranty	\$4,515.00	
soffit, fascia, drip edge	**included	
exterior sides of eight (8) clubhouse doors and jambs one (1) coat	**included	

*****OR*****

CLUBHOUSE OPTIONS - OPTION 2	Total	Initial
B.) clubhouse including walls, overhang ceilings and beams, stair sides and undersides one (1) coat Richard's #220 Eternity 12 year warranty	\$5,745.00	
soffit, fascia, drip edge	**included	
exterior sides of eight (8) clubhouse doors and jambs two (2) coats	**included	

SHUTTER BOXES / END CAPS OPTION	Total	Initial
C.) north and south sides only shutter boxes and end caps two (2) coats	\$115/EACH	

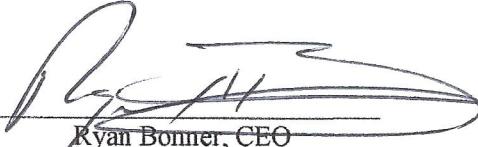
NOTE: Prices quoted B-C will only be honored with selection of Option A.

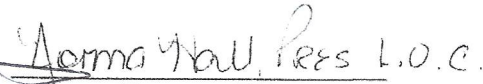
2. All payments are to be made directly to Anchor Painting, Inc. Periodic progress payments to be made are for both materials stored on the site and work in progress. Five percent (5%) of the contract amount is due upon contract approval and ten percent (10%) of the contract amount is due upon the first day of commencement. Subsequent invoices shall be submitted based upon progress of the job. Payments must be received within ten (10) days after Invoices are submitted to Owner. Interest will be charged for delinquent payments at a one and one-half percent (1.5%) per month rate until full payment is received. Contractor and Owner shall walk the property together at the end of the project to compile a final touch up list. Owner shall release ten percent (10%) retention no later than ten (10) working days after the completion of the work identified in the final touch up list.
3. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change.

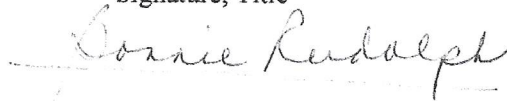
IN WITNESS WHEREOF, we have executed this Agreement the 15th day of April, 2019.

Anchor Painting, Inc.

Owner


 Ryan Bonner, CEO


 Signature, Title



Ryan Bonner
 Print Name

Noema Hall 4.1-2019
 Print Name

Bonnie Rudolph

Note: Verify all contractor status by calling Brevard County Licensing and Enforcement 321-633-2058. Protect the Association by having your contractor submit a certification of insurance showing General Liability and Workers' Compensation coverage prior to signing.