

EXHIBIT "A"



# ADVANCED ROOFING+ SHEET METAL

LIC CCC1332446

LIC CMC1250751

**Bid To:** Bell Tower Park  
Fort Myer, FL 33912  
C/O George Eckhardt

**Project:** Bell Tower Courtyard Villas 1  
Bently Cir/Kensington Loop  
Fort Myers, FL 33912

**Date:** August 23<sup>rd</sup>, 2022

*We respectfully submit a PROPOSAL for:*

- New Concrete Tile Roofing System on 75 of the Courtyard Villas 1.
  - See scope of work page #2.

*We propose hereby to furnish material and labor-*

*Complete in accordance with the specifications listed under our scope of work:*

*Seven Million Five Hundred Thousand Dollars -----\$7,500,000.00*

## **Payment to be made as follows: Progressive Draws for Work Completed**

A service charge of 1-1/2% per month will be added on accounts over 30 days old. No warranties will be issued until payment is received.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Should legal action ensue from this contract, then the losing party shall pay the attorney's fees of the prevailing party.

Authorized Signature: Blaze Blackburn  
ESTIMATOR

Note: This Proposal may be withdrawn by us  
if not accepted in **30 Days**.

*The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work:*

Accepted by: ROBERT VAN TEEFELLEN

Date: 09/22/2022



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## SCOPE OF WORK

### **Concrete Tile Roofing System:**

- *Remove and dispose of existing concrete tile roofing, underlayment, metal accessories to bare plywood deck. (Existing roof to wall metal flashings to remain for re-use)*
- *Inspect and refasten existing Plywood Deck per Florida Building Code*
- *Replace existing damaged or rotten sheathing with like thickness and grade plywood. \*(See unit cost below.)*
- *Replace existing damaged or rotten wood fascia and structural lumber as necessary. \*(See unit cost below.)*
- *Replace existing damaged stucco L-metal at roof to wall locations as necessary. Replace with new 26-gauge aluminum L-metal, and new stucco textured, primed, and painted to match existing. \*(See unit cost below.)*
- *Supply and install one ply of self-adhered APOC Weather-Armor FT3 underlayment direct to plywood deck.*
- *Supply and install 26-gauge valley metal, bird stop, and drip edge.*
- *Supply and install new lead pipe boots and replace all existing exhaust vents and off-ridge vents. Paint all penetrations to match new tile roof.*
- *Supply and install 26 Gauge hip and ridge poles mechanically attached.*
- *Supply and install Boral Villa 900 tile with one screw per tile.*
- *Supply and install Boral hip, ridge, and rake caps with one screw per tile. Point up with matching tinted mortar.*
- *Supply and install new 6" K-style gutters to replace where currently existing.*
- *Contractor to follow all applicable OSHA laws for employee and resident safety.*
- *Contractor to provide temporary scaffolding at entrances for resident protection from overhead work.*
- *Advanced Roofing & Sheetmetal furnishes a 5-year workmanship warranty.*
- *Boral furnishes a limited lifetime concrete tile roof warranty.*



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## Unit Cost:

▪ Plywood Replacement	\$3.50 per S.F.
▪ Wood Fascia and Structural Lumber	\$15.00 per L.F.
▪ Stucco Bust Out	\$40.00 per L.F.

## Optional Add Upgrades:

✓ Additional ply of self-adhered underlayment	\$ 482,963.00
- APOC Weather-Armor HT3	
✓ Polyset AH-160 Tile attachment	\$ 715,097.00
✓ *10 year workmanship warranty included with above options.*	
✓ New aluminum soffit and fascia	\$ 412,410.00
✓ New 3x4 downspouts at existing locations.	\$ 11,879.00

*Total amount with optional upgrades listed above:*

*Nine Million One Hundred Twenty-Two Thousand Three Hundred Forty-Nine -----\$9,122,349.00*





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## Overall Project and Conditional Exclusions

*Notwithstanding anything to the contrary in the Contract Documents, in the event of a delay or price increase of material or equipment occurring through no fault of Contractor, the price, time of completion and/or contract requirements shall be equitably adjusted by Change Order.*

*Mold is present in many locations. Mold can be dangerous, can cause many health-related diseases and can be deadly in some cases. Advanced Roofing & Sheet Metal LLC does not inspect for mold. We are specifically not qualified to determine if mold is present. It is the responsibility of the building owner to determine if mold is present. It is also the building owner's responsibility to notify Advanced Roofing & Sheet Metal LLC within 24 hours of occurrence of any leak in the building and where mold may occur or may be present. The parties here to agree that Advanced Roofing & Sheet Metal LLC shall not be liable for any damages for not identifying any mold or for mold occurring, mold occurring at a later date, health effects or workers compensation effects from mold either directly or indirectly caused by our activities, materials used, processes and workmanship at the above building sites.*

*All material is guaranteed to be as specified. All work to be done in a workman like manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are covered by Workman's Compensation Insurance. Should legal action ensue from this contract, then the losing party, shall pay the attorney fees of the prevailing party.*

*In the event of a warranty claim, Advanced Roofing & Sheet Metal LLC will create a service order and a service crew will investigate the source of the problem. If the problem is not due to the fault of Advanced, Roofing & Sheet Metal LLC., standard service charges will apply and be the responsibility of the owner.*

*Concealed conditions, which affect the progress of the work, will be addressed on a time and materials basis. Advanced, and Sheet Metal LLC requires access to the interior spaces of the building prior to commencement and throughout the performance of the work for the purpose of identifying pre-existing interior damage and/or mitigating damage that might occur. Failure to provide access as outlined above will relieve Advanced Roofing & Sheet Metal LLC. of responsibility for any claims of interior damage.*

*Water intrusion, due to leaks within a roofing system, can lead to the proliferation of mold of exterior and interior surfaces. In performing roofing, maintenance, or repair services under this agreement, it is understood and agreed that Advanced Roofing & Sheet Metal LLC's Insurance carrier disclaim liability for mold problems and will not be held responsible for any direct, incidental, or consequential damages, including health problems attributable to past, present, or future water intrusion and associated mold, fungus, mildew, or algae growth.*

*I understand and agree that Advanced, Roofing & Sheet Metal LLC. has no knowledge of the structural integrity of driveways, sidewalks and paver systems and cannot be held liable for structural damage to these systems. Damages to landscaping, fencing, and exterior building components by Advanced Roofing & Sheet Metal LLC or its material suppliers will be repaired by Advanced, Roofing & Sheet Metal LLC.*



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*In the event of a variation in installation procedures, design, or accessories provided by Advanced, Inc., and manufacturers specifications or building code, Advanced, Roofing & Sheet Metal LLC. reserves the right to provide job specific engineering documentation to support its work performed. This documentation will be provided by a Florida Licensed engineer in a signed and sealed report and shall be the final authority of the work.*

*Customer will be deemed to have accepted Contractor's performance as complete under this agreement unless Customer has notified Contractor in writing otherwise within thirty (30) days of substantial completion.*

*Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a contractor, subcontractor, supplier, or design professional for an alleged construction defect in your home. Sixty days before you file your lawsuit, you must deliver to the contractor, subcontractor, supplier, or design professional a written notice of any construction conditions you allege are defective and provide your contractor and any subcontractors, suppliers, or design professionals the opportunity to inspect the alleged construction defects and make an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer made by the contractor or any subcontractors, suppliers, or design professionals. There are strict deadlines and procedures under Florida law.*

*According to Florida's construction lien law (Section 713.001-713.37, Florida statutes), those who work in your property or provide materials 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 you Contractor or a Subcontractor fails to pay Subcontractors, Sub-Subcontractors or Material Suppliers or neglects to make other legally required payments, the people who are owed money may look to your property for payment, even if you have 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 Subcontractor may have failed to pay. Florida's Construction lien law is complex, and it is recommended that whenever a specific problem arises, you consult an Attorney.*

***The above prices, specifications & conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.***

***Payment to be made as outlined.***

Accepted By:  Date of Acceptance: 09/22/2022

Print name: ROBERT VAN TEEFFELEN

***Note: In signing this, you acknowledge that you have received and read all four pages of this proposal.***



## **CONSTRUCTION CONTRACT**

**Project: Concrete Tile Roofing System on 75 of the Courtyard Villas 1**

**THIS CONSTRUCTION CONTRACT** ("**Contract**"), is made and entered into this 22 day of SEPTEMBER, 2022 by **The Courtyard Homes at Bell Tower Park Condominium Association, Inc.**, a Florida corporation not-for-profit, c/o Cardinal Management Group of Florida, 4670 Cardinal Way, Suite 302, Naples, Florida 34112 ("**Association**"), responsible for the operation and maintenance of **The Courtyard Homes at Bell Tower Park, a Condominium**; and **Advanced Roofing & Sheetmetal, LLC**, a Delaware limited liability company, **Contractor's License #CCC1332744**, 2320 Bruner Lane, Fort Myers, Florida 33912 ("**Contractor**").

### **1. DESCRIPTION OF WORK:**

The Contractor shall perform all work required by this Contract, according to the plans, drawings, and bid specifications ("**Drawings & Specifications**") as set out on pages 1 through 3 of the proposal ("**Proposal**") dated August 23, 2022, attached hereto as **Exhibit "A"**. The Proposal is intended to supplement the terms of this typed Contract. In the case of any conflicting term or condition between the terms set out in the Drawings & Specifications and those set out in the text of this typed Contract, the terms of this typed Contract shall prevail.

### **2. TIMELY COMPLETION:**

The work to be performed under this Contract shall commence 15 calendar days after this Contract is signed, and, subject to authorized adjustments, shall be completed no later than 270 calendar days after this Contract is signed ("**Completion Date**").

Time is of the essence of this Contract and any breach of same shall go to the essence hereof, and Contractor, in agreeing to complete the work within the time herein mentioned, has taken into consideration and made allowances for all hindrances and delays incident to its work. Association shall not be liable to Contractor for any delays caused by any of Contractor's subcontractors, or for any other cause whatsoever.

Contractor agrees to timely commence the work and to diligently and continuously perform such work and to coordinate the work with other work being performed on the project by other trades, so that Association shall not be delayed by any act or omission of Contractor in completion of the project within the time specified above.

Contractor acknowledges that working hours are from 7:00 AM to 7:00 PM, Monday through Saturday, excluding federal holidays. Exceptions to working hours must be pre-approved by the Association.

Contractor shall make payments promptly to its vendors and contractors, and for material used by it in the performance of the work.

Contractor shall diligently prosecute the work in a good and workmanlike manner and

achieve completion of the entire work on or before the Completion Date. Contractor hereby accepts and confirms that the time allowed herein is reasonable and sufficient for completing the work within such time requirements and hereby agrees to dedicate such personnel and other resources as may be necessary to assure that the work is continuously managed and performed in a diligent, skilled, and workmanlike manner.

3. **ASSOCIATION'S REPRESENTATIVE:**

George Eckhardt will act as Association's representative, assume all duties and responsibilities, and have the rights and authority assigned by Association to ensure the completion of the work in accordance with the Contract. Association may change its representative at any time which will be effective upon notice to Contractor.

4. **CONTRACT PRICE AND PAYMENTS:**

Association shall pay Contractor in current funds for the performance of the work, subject to additions and deductions by written Change Order agreed to by Association, the Contract sum in the amount of **Nine Million One Hundred Twenty Two Thousand Three Hundred Forty-Nine and 0/100 Dollars (\$9,122,349.00)**. Payment shall be made according to the following payment schedule:

**SEE ATTACHED EXHIBIT "B"**

**Progress payments for completed work will be disbursed monthly upon the approval by the Association. In making such payments, ten percent (10%) of each payment to the Contractor shall be retained until final completion and acceptance of all work covered by the Contract, unless otherwise provided by any law, regulation or program of state or federal government. Such retainage shall be held to assure faithful performance of the Contract and may also be used as a fund to deduct amounts due to or claimed by the Association, including, but not limited to, payment to the Association of all monies due for deductive change orders, credits, uncorrected defective work, interest, damages, and the like.**

No additional work or extras shall be performed unless the same shall be authorized in writing by the Association.

Upon completion by Contractor of any stage of the work requiring payment under this Contract, all work will be inspected by Association or consultant selected by the Association to supervise the project. Any objections to work performed shall be given in writing to Contractor within ten (10) days of the Contractor's written notice to Association that the work has been completed. If no objections are made within this period, then payment shall be tendered to Contractor, and Contractor shall submit simultaneously a Progress Payment Affidavit, a Partial Release of Lien, a Partial Release of Lien from all Lienors (as defined in Section 713.01(18), Florida Statutes) that have served a Notice to Owner pursuant to Section 713.06, Florida Statutes, or, if completion is final, a

Contractor's Final Payment Affidavit, on forms that the Association may provide, indicating that all subcontractors, laborers, materialmen, and suppliers have been paid for the work completed.

All work under this Contract shall be subject to the approval of the Association, and no payment shall be due under the Contract if Association does not approve of the work completed under the Contract. In the event of a dispute arising between Association and Contractor, under this provision the parties shall agree upon and appoint a third party expert to determine whether or not the work meets the specifications set out in the Contract. If the work meets said specifications, Association shall make the payment due, whereas if the specifications are not met, all work necessary to meet the specifications shall be done by Contractor to the satisfaction of the third party expert before payment is due under the Contract, or Association may exercise such other rights as are provided herein. All costs associated with the retaining of the third party expert shall be divided equally between the Association and the Contractor.

Payments due to Contractor may be withheld by Association on account of defective work not remedied, claims filed, reasonable evidence indicating probability of filing claims, failure of Contractor to make payments properly to subcontractors or for material or labor, or the reasonable belief of Association that the work to be performed under this Contract that remains unfinished cannot be completed for the balance then unpaid. If any of the foregoing causes are not removed, or if Contractor at any time shall refuse or neglect to supply adequate and competent supervision or sufficient, properly skilled workmen or materials of the proper quality or quantity necessary for the performance of the work hereunder, or fail in any respect to prosecute the work with promptness and diligence, or fail to perform or to adhere to any agreement on its part herein contained, Association shall have the option, after seven (7) days written notice to Contractor and without prejudice to any other remedy it may have, to pay such claims and provide for such labor or materials and to deduct the cost thereof from any money due or thereafter to become due by Association to Contractor. In addition to the foregoing rights and remedies, Association shall be at liberty to terminate the employment of Contractor under this Contract and to enter upon the premises and take possession of all materials or appliances, of any kind whatsoever, thereon and to employ any other person or persons to finish the work and to provide the materials therefor, and in case of such discontinuance of the employment of Contractor, then Contractor shall not be entitled to receive any payment under this Contract that might be due to Contractor, except for those sums incurred by Contractor for labor and materials, minus set offs of the Association for defective workmanship or other breaches by Contractor. When said work shall be finished and payment in full therefor shall be made by Association, if the unpaid balance of the amount to be paid under this Contract shall exceed the expenses incurred by Association in finishing Contractor's work, such excess shall be paid by Association to Contractor, but if such expenses shall exceed such unpaid balance Contractor shall pay the difference to Association. Contractor's right to payment under this Contract shall also be subject to those conditions for payment set forth in other provisions of this Contract.



5. **CONTRACT COSTS:**

The work includes all transportation, storage, equipment, supplies, labor and materials, plans, Drawings & Specifications, necessary for a complete and functional installation, and the work shall comply with all applicable codes and inspection requirements. All work performed by the Contractor or by others to make the Contractor's work comply with applicable building codes, or interpretations thereof, shall be performed at no additional cost to the Association.

The work shall also include all labor, materials, and everything required or claimed by Contractor's materialmen, suppliers, or laborers to complete the work in accordance with the Drawings & Specifications, notwithstanding that such labor, materials or other things may not be designated in the Drawings & Specifications.

Contractor shall give all notices and comply with all local ordinances, requirements of city and county building codes and of federal and state authorities which are applicable to the work, local sanitary laws and rules and regulations and all orders both present and future, and interpretations of such ordinances, requirements, laws, rules, and regulations by governing public authorities, regardless of whether such ordinances, requirements, laws, rules and regulations are set forth in this Contract, or the Drawings & Specifications. Contractor shall furnish without any extra charge any additional materials and labor which may be required to comply with such ordinances, requirements, laws, rules and regulations. Contractor shall secure, in its own name and right, and pay for all permits, inspections, fees, licenses and royalties necessary for the execution of the work to be performed.

Contractor will pay all social security and other taxes imposed upon it as an employer in connection with the performance of this Contract, and will furnish evidence, when required by Association, showing that all such payments required to be made have been paid.

Contractor shall pay all applicable health and welfare charges, local, state, and federal taxes, including sales and use taxes, and union fees in connection with its work. All Contract costs paid by Contractor shall be at the expense of Contractor.

6. **SUPERVISION:**

Contractor shall supervise and direct the work, using its best skill and attention, and it shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work under the Contract. Contractor's resident superintendent, foreman, and all supervisors shall speak English fluently and shall be able to communicate with all workers present on site. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to him or her.

Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. It shall take all reasonable

protections to prevent damage, injury or loss to (1) all employees on the work, occupants and all other persons who may be affected thereby, (2) all the work and all materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto. It shall give all notices and comply with all applicable laws, ordinances, rules, regulations and orders of any public authority, including, but not limited to, O.S.H.A., bearing on the safety of persons and property and their protection from damage, injury or loss. Prior to starting any work, Contractor will implement a safety plan detailing how it will protect Unit occupants during the project.

Further, it is the sole responsibility of Contractor to secure, safeguard and protect its material and operation from damage or theft until formally accepted by Association.

Contractor shall promptly remedy all damage or loss to any property (including any damage to any grass or landscaping) caused in whole or in part by Contractor, any subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall be responsible to Association for the acts and omissions of its employees, subcontractors and their agents and employees, and other persons performing any of the work under a contract with the Contractor, including with regard to damages to any persons or property. The foregoing obligations of the Contractor are in addition to its obligations under Section 11 of this Contract.

7. **INSURANCE:**

The Contractor agrees to furnish worker's compensation and liability insurance with limits of at least \$1,000,000.00 for each occurrence. Contractor's General Liability shall name the Association as an additional insured and include completed operations and product liability coverage and eliminate exclusion with respect to property under care, custody, or control of Contractor. Contractor's insurance shall be primary and non-contributory and name the Association as an additional insured and include completed operations and product liability coverage and eliminate exclusion with respect to property under care, custody, or control of Contractor. All insurance must be underwritten by a company with a A.M. Best's Guide to rating level of a "A-" or better, and a financial size category of Class VII or higher. The policies shall be on standard, unmodified ISO forms and the limits shall be as follows:

a. General Aggregate:	\$2,000,000.00
b. Products – Completed Operations Aggregate:	\$2,000,000.00
c. Personal and Advertising Injury:	\$1,000,000.00
d. Bodily Injury and Property Damage (each occurrence):	\$1,000,000.00
e. Medical Expense Limit	\$ 5,000.00
f. Excess / Umbrella Liability	
1. General Aggregate:	\$2,000,000.00
2. Each Occurrence:	\$1,000,000.00

Contractor shall also maintain automobile liability insurance which shall insure it against claims of personal injury, including death, as well as against claims for property damage,

which may arise from operations under this Contract, whether such operations are by the Contractor or by any Subcontractor, or by anyone directly or indirectly employed by either of them. The amounts of automobile insurance shall be not less than \$1,000,000 combined limit for bodily injury and property damage per occurrence.

In addition, Contractor shall procure Builder's Risk insurance with a limit of \$750,000.00 to protect against damage to improvements during construction due to acts of casualty and/or vandalism. The Contractor agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the work to be performed. It is the understanding that if any insurance cancellation notice is received by the Contractor, it will immediately notify Association, and Contractor agrees to replace said policies promptly. Contractor agrees that it shall perform no work under this Contract during such time as said insurance policies are not in full force and effect.

The Contractor shall ensure that all subcontractors meet the insurance requirements of this Section.

The Association and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) separate contractors, if any, and any of their subcontractors and sub-subcontractors, agent, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the project, except such rights as they have to proceeds of such insurance. The Association or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from any separate contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this paragraph shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

8. **BOND:**

(Choose One)

  X   Contractor shall furnish performance and unconditional payment bonds, each in an amount at least equal to the Contract price as security for the faithful performance and payment of all Contractor's obligations under the Contract. These bonds shall remain in effect until the later of one (1) year after the date when final payment becomes due or until the completion of the any correction period in the Contract. Notwithstanding anything in this Contract to the contrary, the surety's obligation under the warranty provided herein shall be limited to one (1) year from the Association's acceptance of the project.

       Contractor shall not be required to furnish performance and payment bonds.

9. **CLEAN-UP:**

Contractor shall cause no waste to the condominium property or adjoining property in the performance of this Contract and at all times shall keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the work, Contractor shall remove all of its waste materials and rubbish from and about the work site, as well as its tools, construction equipment, machinery and surplus materials, and return all affected areas of the property to a broom clean condition.

If, after three (3) days' notice by Association's representative to Contractor's representative at the site of the work, Contractor has not diligently proceeded with the clean-up as outlined in this provision, then Association has the right to proceed with the clean-up work at Contractor's costs and expense.

Free, clear and unobstructed egress and ingress with respect to the community shall be maintained by Contractor.

10. **WARRANTIES:**

Contractor warrants to Association that all materials and equipment incorporated in the work will be new unless otherwise specified, and that all work will be of good quality, free from faults and defects and in conformance with the Contract documents, including, but not limited to, the specifications and building code requirements. All work not conforming to these standards may be considered defective. Further, Contractor expressly warrants and guarantees all work and materials provided under this Contract to be fit for the purposes intended for a period of ten (10) years from date of final acceptance, and Contractor hereby agrees that during said period of time any flaws or deficiencies in either work or material shall be corrected and/or replaced and restored to first class working order at no cost to Association. In the event of Contractor's refusal to so restore same as aforesaid, Association may do said work and/or secure additional material after three (3) days' notice to Contractor, and Contractor shall reimburse Association for such sum.

Contractor further warrants that it will comply with all application and other requirements of each producer or supplier of materials, and will ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials takes place or, alternatively, will assume responsibility for any such warranty that might otherwise have been provided.

11. **HOLD HARMLESS:**

To the fullest extent permitted by law, the Contractor shall indemnify, defend (at Contractor's sole expense), and hold harmless the Association and its officers, directors, members, agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of



tangible property (other than the work itself), including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section 11. In any and all claims against the Association or any of its members, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 11 shall be limited to the greater of \$1,000,000.00 per occurrence or the aggregate policy limits of all applicable insurance policies. The parties hereto specifically acknowledge and agree that the above-mentioned limitation is included pursuant to the requirements of Section 725.06(1), Florida Statutes.

However, such indemnification shall not include claims of, or damages resulting from, gross negligence, or willful, wanton or intentional misconduct of the Association or its Officers, Directors, agents, and employees, or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the Contractor or any of the Contractor's subcontractors, sub-subcontractors, materialmen, or agents of any tier or their respective employees.

The terms of this Section 11 shall survive termination of the Contract.

**12. LIENS:**

Contractor will save and keep the improvements referred to in this Contract or the lands upon which they are situated free from all construction liens and all other liens by reason of its work or any materials or other things used by Contractor therein. If Contractor fails to remove such lien(s) by bonding it or otherwise, or if Contractor files a lien against the property referred to in this Contract prior to the time when the amount claimed is payable to Contractor by Association under the terms of this Contract, Association may retain sufficient funds, out of any money due or thereafter to become due by Association to Contractor, to pay the same and to pay all costs incurred by reason thereof, including reasonable attorney fees and the cost of any lien bonds that Association may elect to obtain, and Association may pay said lien or liens and costs out of any funds which are or which may become due to Contractor and which are at any time in the possession of Association. Invoices shall be accompanied with a detailed breakdown of the allocation of the amount required together with copies of lien releases.

**13. WAIVER:**

No change or modification of this Contract shall be valid unless in writing and signed by all parties hereto. No waiver of any provisions of this Contract shall be valid unless in writing and signed by the party against whom it is sought to be enforced. Further, the provisions, conditions, terms and covenants herein contained shall bind and the benefits and

advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto.

No failure of Association to exercise any power or right given hereunder or to insist upon strict compliance by Contractor with any of its obligations hereunder, and no custom or practice of the parties at variance with the terms of this Contract, shall constitute a waiver or variation of Association's rights to demand exact compliance with the terms hereof.

**14. ALTERATIONS:**

No alterations shall be made in the work as shown or described in the Drawings & Specifications as modified by applicable ordinances, requirements, laws, rules and regulations as set forth herein, except on the written authorization of Association; and, when so made, the value of the work or materials added or omitted, any extension or deduction from the time of completion necessitated thereby shall be computed and determined by Contractor, subject to the written approval and acceptance by Association, and the amount so determined shall be added to (if Contractor has not previously agreed to perform the additional work under the terms of this Contract) or deducted from the Contract price or prices and time of completion. Contractor shall have no claim for the cost of additional work or for an extension of time (including, without limitation, claims for impact damages or to costs due to delay) unless such work and the cost and expenses thereof or time is stated on the face of a written Change Order and approved and accepted by the Association on such written Change Order. Any attempted reservation by Contractor of the right to subsequently claim any amount or extension of time not stated on the face of a written Change Order approved and accepted by Association shall be null and void. All Change Orders issued under this Contract shall be subject to all of the terms of this Contract.

**15. ASSIGNMENT:**

Contractor shall not let, assign or transfer this Contract or any part thereof, or any interest therein, without the written consent of Association.

**16. DISCLOSURES:**

**Florida Homeowners' Construction Industries Recovery Fund**

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT WHERE A 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:

Telephone: (850) 487-1395

Construction Industry Licensing Board  
2601 Blair Stone Road  
Tallahassee, FL 32399

#### Radon Disclosure

Radon is a naturally occurring radioactive gas that, when it accumulates in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon testing may be obtained from your county public health unit.

#### Construction Lien Disclosure

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.

**17. CHAPTER 558 NOTICE OF CLAIM:**

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**18. NOTICES:**

Notices to the parties as provided herein shall be by certified mail/return receipt requested to the following addresses:

**As to Association:**

The Courtyard Homes at Bell Tower Park  
Condominium Association, Inc.  
Attn: President  
c/o Cardinal Management Group of Florida  
4670 Cardinal Way, Suite 302  
Naples, Florida 34112

**As to Contractor:**

Advanced Roofing & Sheet Metal, LLC  
Attn: Mike Ogrodzinski, President  
2320 Bruner Lane  
Fort Myers, Florida 33912

**19. ATTORNEY FEES AND VENUE:**

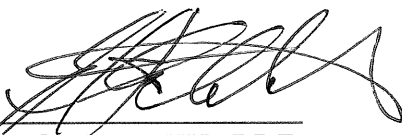

In any adversarial proceeding, including breach, enforcement, or interpretation arising out of this Contract, the prevailing party in such litigation, shall be entitled to recover from the non-prevailing party reasonable attorney fees and costs, including such fees and costs regarding all aspects of the litigation, including any appeals. This Contract is made in the State of Florida and shall be governed by Florida law. The State Courts of Lee County, Florida, shall be the proper venue for any litigation involving this Contract.

[SIGNATURE PAGE FOLLOWS]




Association and Contractor hereby agree to the foregoing terms and conditions as of the date first set forth above. The individuals, by signing below, represent that they have the authority to bind the party on whose behalf they are signing.

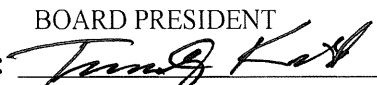
Witnesses (2):

Sign:   
Print: GEORGE ECKHARDT  
Sign:   
Print: CAITLIN TETRAULT


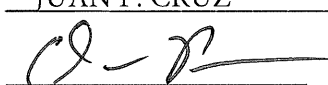
**THE COURTYARD HOMES AT  
BELL TOWER PARK  
CONDOMINIUM ASSOCIATION,  
INC.**

a Florida not-for-profit corporation

By:   
ROBERT VAN TEEFFELEN  
BOARD PRESIDENT

Attest:   
TIMOTHY KIDD  
BOARD VICE PRESIDENT

Witnesses (2):

Sign:   
Print: JUAN P. CRUZ  
Sign:   
Print: ORIAM PEREZ

**ADVANCED ROOFING & SHEETMETAL,  
LLC, a Delaware limited liability company**  
License # CCC1332744

By:   
Print: MIKE OGRODZINSKI  
Title: VICE PRESIDENT