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Hartzell Painting
3195 N Powerline Rd Suite 101
Pompano Beach, FL 33069

March 5, 2024 - Revised

PROFESSIONAL COMMERCIAL PAINTING PROJECT FIVE (5) YEAR CONTRACT

Specifically prepared for: Pine Ridge HOA, Inc.
(hereafter known as "Client")
13751 Oneida Dr.
Delray Beach FL 33446
Phone (317) 518-5399
Email: cosmob54@gmail.com
ATTN: Board of Directors of Pine Ridge

Billing Address SAME AS ABOVE

Job site/Reference location SAME AS ABOVE

Overview: This Proposal/Agreement is prepared specifically for the above Association Client for painting. All products are manufactured by **UCI PAINTS** and the work will be performed in accordance with the manufacturer's specifications. The work comes with a/an **EIGHT (8)-YEAR LABOR AND MATERIAL WARRANTY.**

INCLUDED STRUCTURES

Exterior painting of homes based on list provided by HOA.

SCOPE OF WORK IN SUMMARY

**Scope Details - see PROJECT DETAILS & SCHEDULE*

The work to be done by Hartzell shall include the furnishing of all materials, labor, tools, and equipment required to complete the painting and decorating of the structure(s) as may be specified (hereinafter "Scope of Work"). The submission of a bid by Hartzell confirms an understanding of all conditions pertaining to this work and proper application of materials specified.

INCLUSIONS

- 1) Pre-treat and sanitize any mildew and algae.
- 2) Completely pressure clean all surfaces to be painted as described within.
- 3) Seal all direct weather exposed exterior stucco surfaces as described within.
- 4) Caulk all window frames, doorframes, and 90-degree angles as described within.
- 5) Patch all through wall protrusions, cracks on stucco substrates as described within.
- 6) Prime any bare wood, rusted metal, and bare metal prior to painting.
- 7) Paint all weather exposed wall.
- 8) Paint all soffit overhangs.
- 9) Paint all utility doors solid face.

BROWARD

PALM BEACH

ODG 1517138

MIAMI-DADE

MARTIN

89-5201-P

U-16217

www.MYHARTZELL.com

1160001

SP02651

EXCLUSIONS

- * All metal window and screen frames
- * Balcony slider frames
- * Hurricane Shutters
- * Lights
- * All flooring
- * Roof
- * All surfaces not mentioned in the scope of work.

REMEDIAL CLEANING PROGRAM

1. Pretreat and lightly pressure clean all homes to include:
 - A. All stucco surfaces
 - B. Wood surfaces
 - C. Metal surfaces
 - D. Touch-up all painted surfaces where needed
 - E. Check caulking and redo as needed

CONDITIONS

General. Hartzell will supply all materials, tools, and equipment necessary for the Scope of Work. It is understood by all parties to this Proposal/Agreement that Hartzell, its agents, etc. are not employees of the Association Client. Hartzell complies with OSHA and the Construction Safety Act and is a drug-free workplace.

Insurance & Licensing. Upon request, Hartzell will furnish suitable insurance certificates covering liability and property damage. Further upon request, for the additional sum of \$250.00, the Association Client will be named as an additionally insured for those policies – Proof of Workman's Compensation coverage will be available. Policies shall be kept in force during the service period. Hartzell shall further provide valid and required licenses necessary to operate in the appropriate county of work being performed.

Hartzell shall hold the Association Client harmless from all liens or damages arising from work performed by Hartzell. To the fullest extent permitted by law, Hartzell shall indemnify and hold harmless the Association Client, its directors, officers and employees from and against all claims, damages, losses and expenses, including but not limited to legal and attorneys' fees, arising out of or relating to the work, providing that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, business or economic loss, or to injury to or destruction of tangible property, including unit interiors (other than the work itself), or for any payment or performance made by the Association Client to any third party to perform or discharge any liability or obligation of Hartzell in relation to the work and/or for consequential damages, but only to the extent caused by breach of the this agreement, negligent acts, omissions or intentional misconduct on the part of Hartzell or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. It is understood and agreed that Hartzell (and Hartzell's insurer) will be held harmless for alleged or actual damages/claims because of mold, algae, or fungus. It is understood that Hartzell's and Hartzell's insurer will exclude all coverage, including defense, damages related to bodily injury, property damage, and clean up expenses caused directly or indirectly in whole or in part for any action brought because of mold, including fungus and mildew regardless of the cost, event, material, product, or workmanship that may have contributed concurrently or in any sequence to the injury or damage that occurs.

AGREEMENT

Liaison/Communication. Association Client shall designate one (and no more than two) representatives of the Association Client as a liaison with whom Hartzell may communicate. Hartzell will transact all business relating to the job with that designated person(s). The Association Client agrees that Hartzell may rely on the designated liaison(s)

as having full authority to act on behalf of the Association Client on all matters and decisions regarding all agreements with Hartzell and the Scope of Work.

Access. Association Client agrees to, and will be responsible for, the trimming and/or removal of all foliage clinging to or otherwise obstructing the building and permit unobstructed access to the areas to be painted. Upon mobilization or during painting, should Hartzell require the removal of any Client or, as may be applicable, resident/unit owner property to proceed, Hartzell will notify the designated liaison instruction as Hartzell will not move anything without approval.

Hartzell will coordinate scheduling with the Association Client. Association Client agrees to remove any personal items, patio furniture and vehicles as necessary so that Hartzell can proceed without delay. For Association Clients, the Association agrees to make every effort to fully notify all occupants to remove said property and vehicles. For Association Clients, Hartzell will not permit unauthorized interference from the Association Client's residents or unit owners.

Notification/Posting. For Association Clients, and to the extent practical, Hartzell will post notices 2-3 days prior to pressure cleaning and painting as needed. These notices are for the convenience of the residents/unit owners as a final notice to prepare to protect personal items. The liaison will direct Hartzell where the notices should be posted.

Staging Area. Hartzell is to submit requirements for a staging area for equipment and material prior to mobilization. The Association Client will make every effort to provide a suitable area. At the end of each working day, equipment, ladders, paint, supplies, vehicles, etc. will be returned to the staging area and the working area left clean.

Paint Sample Display. Prior to starting the job, and for signed approval, the Association Client will designate an area of a building on which Hartzell will apply a paint sample of the chosen final color and finish.

Preparation of Painted Surfaces. Proper preparation is the responsibility of Hartzell. Surfaces must be prepared in accordance with normally accepted industry standards or to the paint manufacturer's specifications to provide a substrate suitable for the long-term adhesion of specified coatings. The following recommendations are for guidance only since other suitable methods may be substituted for the procedures based on the conditions found. If it is discovered that a surface(s) cannot be put into proper condition, Hartzell will notify the Association Client in writing or assume responsibilities for such surfaces and rectify any unsatisfactory results.

Inspections. For Association Clients, Hartzell along with the liaison will conduct a minimum of two inspections – Pre-Commencement and Final for each structure. Initially a current-condition inspection (walk-through) of each structure (as applicable) prior to project commencement will be conducted. A copy of this inspection report will be given to the Association Client. The Final inspection will be performed upon project completion.

For Association Clients, _____ personnel will make periodic inspections before, during and upon completion of the painting project to validate the product warranty.

Inspections by the local building department will only be conducted if the local building department requires a permit and inspection for the project.

PROJECT DETAILS & SCHEDULE:

Exterior Masonry/Stucco Preparation & Primer

1. **Pre-treatment.** All heavily infested mildew areas will be pre-treated with _____ prior to pressure cleaning.
2. **Masonry Preparation.** All exterior masonry surfaces will be pressure cleaned with a minimum of 3,000 PSI to remove all surface contaminants including salt deposits, chalking and dirt which would adversely affect the bond of the coatings. Areas of severe deterioration or peeling paint will be scraped, wire brushed, and _____

pressure cleaned a second time using a "turbo rotating tip" or other like device to remove as much peeling paint as possible. Care must be taken around areas of a delicate nature; for example, windows, screens, etc. and the pressure at the tip reduced accordingly. Pressure cleaning shall not precede application of the masonry primer/surface condition or by more than one week.

3. **Masonry Conditioner.** Apply one coat of **UCI PAINTS Acrylic Masonry Conditioner** to all weather exposed masonry surfaces. Some non-weathered exposed masonry surfaces such as patios, stairwells, etc. may not require sealing. These areas will be determined by supplier prior to painting.
4. **Caulking.** Caulking. Perimeters of all windows will be caulked 360 degrees metal to masonry (beauty bead). Where there is penetration through exterior walls, such as electrical conduit, roof scuppers, gutter straps, etc., will be sealed with approved caulk.
 - a. Cracks less than 1/32" will be cleaned, primed with a sealer, and covered with Fiber-Lastic Fibrous Elastomeric Waterproofing Patching Compound.
 - b. Cracks between 1/32" & 5/64" will be V'd out, cleaned, primed with a sealer, then filled and covered with Fibrous Elastomeric Waterproofing Patching Compound
 - c. Cracks greater than 5/64", stairway block cracks or large movable cracks, will be ground out (saw cut), cleaned, primed with a sealer, then filled with Acrylic Urethane Caulk or approved equal. After caulking cures completely, apply by trowel a coat of Fibrous Elastomeric Waterproofing Patching Compound.
 - d. Areas where hairline cracks form a spider web pattern will have a troweled coat of Fibrous Patching Compound.

PAINT & PRIMER BASIC SPECIFICATIONS

Exterior stucco surfaces - preferred application of all finish coat materials on all non-smooth substrates is a spray and back rolled method. After proper preparation, all above surfaces will be finish coated with **UCI PAINTS 50-100 Ultra Kote Acrylic Satin house paint.**

Exterior doors & Frames (wood and metal)

All substrates will be wiped with liquid sandpaper and/or VM&P naphtha to remove any wax deposits leftover from cleaning solutions. *CAUTION: When dark colors are used in direct sun areas the contractor MUST exercise extreme care not to paint when doors are hot or will become hot until the paint film is completely dry.*

Wood Surfaces - All wood surfaces (including fascias and decorative wood) will be primed where bare with **UCI PAINTS 24-100 Wood Primer.** After proper preparation, all above surfaces will be finish coated with **UCI PAINTS 57-100 Acrylic Satin House and Trim Satin house paint.**

Metal Surfaces - will be spot treated for rust and then primed where bare with **UCI PAINTS # 3-2000 Primer.** After proper preparation, all metal surfaces will be finish coated with **57-100 Hydro-Namel Semi-Gloss Enamel.** Metal doors will receive one coat of **UCI PAINTS DTM Semi-Gloss.**

Gutter, Downspouts & Meter Boxes.

All metal surfaces will be primed where bare with **UCI PAINTS 24-100 Primer.** After proper preparation, all above surfaces will be finish coated with **2-100 Semi-Gloss Enamel.**

ADDITIONAL FEES

NOTE: CONCEALED CONDITIONS

Occasionally, Hartzell's cleaning technique reveals a concealed and latent condition unforeseen by Hartzell necessitating additional labor and/or materials. The Client may opt to submit a Work/Change Order for added service, or Hartzell and the Association Client may agree to re-negotiate this Proposal/Agreement. The Association Client may additionally need to retain and negotiate a contract with another business (for example, Hartzell Construction) should the condition be outside the scope or standard of this Proposal/Agreement.

Extras & Changes. It is anticipated that the work shall be inclusive and that there will not be extras and changes. The need for extra work or changes within the specifications will be the sole responsibility of the Association Client and will be submitted as a written Work/Change Order to Hartzell. No extra work will be done, or changes made in the Scope of Work without a written Work/Change Order from the Association Client.

Changing Color from Existing to New. Hartzell will notify the Association Client of any color change (from the current or existing building color) requiring more than the standard coat(s) not included in the Scope of Work. Any such additional scope of work may be subject to additional charges.

Permits and Municipality Inspections. The cost of any state, county or municipality permitting or inspection, if required, will be added to the contract price at actual cost.

MATERIAL ESCALATION CLAUSE

If, during the performance of the contract, the price of the material significantly increases, through no fault of Hartzell, the price shall be equitably adjusted by an amount at actual percentage increase to cover any such significant price increases.

WARRANTY AND INSPECTIONS

This project provides a/an **Eight Year (8)-Year labor and material warranty.**

- Hartzell will submit a **UCI PAINTS 8-YEAR** Material Paint Warranty on all stucco surfaces upon completion of job.
- For Association Clients, the factory representative of the **UCI PAINTS** shall make inspections as the representative deems necessary or upon reasonable request and at reasonable intervals by the Association Client during the Warranty Period providing reports to the Association Client and Hartzell.
- Hartzell will return yearly during the Warranty Period at the Association Client's request to inspect building(s) for possible defects in paint coat integrity. Defects found, if any, will be corrected in a timely manner at no cost to the Association Client. Note: This excludes coating failure due to substrate shift or failure.

CONTRACT VALUE AND DRAW SCHEDULE

Please Initial
 Accept/Decline

CONTRACT PRICE:

Professional Commercial Painting Project: \$ 1,525.00 per home x 28 = \$ 42,700 Accept WJB Decline _____
 (Same or similar color) per year

Second coat of paint: \$ 200.00 per home x 28 = \$ 5,600 Accept WJB Decline _____
per year

BEAUTIFICATION PROGRAM:

Pre-treat and lightly pressure clean all homes to include:

All stucco surfaces, wood surfaces, metal surfaces,

Touch-up all painted surfaces where needed.

Check caulking and redo as needed: \$ 55.00 per home x 28 = \$ 1,540 Accept WJB Decline _____
per year

Clean and repaint Mailboxes (Posts Only): \$ 12.00 per post x 28 = \$ 336 Accept WJB Decline _____
per year

***These prices are guaranteed for 5 years**

TOTAL OF SELECTED PROJECTS ABOVE: \$ 50,176 / yr
250,880 / 5 yrs
 TOTAL CONTRACT VALUE

PAYMENTS TO BE DISCUSSED UPON EXECUTION OF CONTRACT

TERMS

The term "Final Completion" as used in this Agreement shall mean where the Association Client is satisfied that the work has been completed, any applicable municipality has given its final approval, and Hartzell's other obligations under the Agreement have been fulfilled.

All payments for goods, materials, equipment, costs, labor, services rendered and any other financial obligation of the Client, are due upon receipt of each invoice. Any invoice not paid within thirty (30) days shall be subject to interest at 1.50% per month.

Attorney's Fees, Jurisdiction, and Venue: Hartzell, or the prevailing party if a lawsuit is filed, shall be entitled to recover all its attorney's fees, costs, expenses, and any other fees incurred in connection with collecting any amounts due and owing under this Proposal/Agreement. This provision includes invoices which remain outstanding for more than sixty (60) days. This entitlement shall include in pursuit, in litigation, in mediation, in arbitration, at all appellate levels, in bankruptcy, and for the collection and enforcement of any judgment. This also includes all attorney's fees and costs for litigating entitlement to attorney's fees and costs and determining the number of recoverable attorneys' fees and costs. Should Client not move forward with this agreement through no fault of Hartzell, the parties agree that Hartzell's damages will not be readily ascertainable. Therefore, the Client will be responsible to pay Hartzell 20% of the total contract price as liquidated damages, and not as a penalty. Florida law shall apply to this Proposal/Agreement and the exclusive jurisdiction and venue for any dispute relating to, or arising out of, this Proposal/Agreement shall be instituted in the appropriate Circuit or County Court for the 17th Judicial Circuit in and for Broward County, Florida. Each party consents to personal jurisdiction, subject matter jurisdiction, and venue in Broward County, Florida.

Release of Lien: Upon request, Hartzell will furnish a Release of Lien for all materials, equipment and labor used in the performance of this work along with all manufacturers' warranties and government approvals (if applicable). Upon written request, progress payment affidavits or partial releases will be provided.

GENERAL PROVISIONS

Delay/Damages: Hartzell shall not be responsible for delay caused by the Association Client, any owner, resident, or tenant, any other person or entity hired by the Association Client, any other entity or person over whom Hartzell has no control, an act of God, or force majeure. Force majeure shall mean, by way of example, and not in limitation, fire, governmental act, delay in government inspections, national emergency, strike, labor dispute, unusual delay in transportation, inability to procure materials, adverse weather, and unavoidable casualties, and other causes beyond Hartzell's control. To the extent the delay is caused by the Association Client, any owner, resident, or tenant, or any other person or entity hired by the Association Client, then Association Client shall be responsible to Hartzell for all Hartzell's actual costs caused by such a delay. Should the Association Client terminate Hartzell or otherwise cancel any proposal or agreement with Hartzell without good cause, the Association Client will be responsible to Hartzell for all service already provided, for all materials already provided or ordered, and any other actual costs that have been expended by Hartzell, including, but not limited to, for overhead, mobilization, and lost profits.

Acceptance, Understanding, and Benefit to Others: This Proposal/Agreement shall be deemed to have been fully accepted when executed by the Association Client. It shall be deemed to have set forth the entire understanding and agreement between the parties to this Proposal/Agreement and supersedes all previous understandings, written or oral, relating to the subject matter of this Proposal/Agreement. This Proposal/Agreement, upon acceptance by the Association Client, may only be amended, modified, or supplemented by a written instrument signed by the Party against whom it is sought to be enforced. All the terms and provisions to this Proposal/Agreement shall be deemed to apply, and be incorporated therein, to any subsequent proposal or agreement between the parties to this Proposal/Agreement. This Proposal/Agreement shall not be deemed to benefit any party not a party to this Proposal/Agreement.

Authority to Bind: The persons executing this Proposal/Agreement represent and warrant that they have the full authority and power to sign, on behalf of the party for whom they are signing, and that their signature on this Proposal/Agreement shall be binding on such party. For Association Clients, said representation includes that no further action, such as the approval of a Board of Directors, is required.

Mutual Negotiations: This Proposal/Agreement was created through mutual negotiations with each party having consulted with, or having had the opportunity to consult with, counsel. As such, the doctrine of contra proferentem shall not apply against any party to this Proposal/Agreement.

This Agreement between Pine Ridge HOA, Inc. and Hartzell Painting is accepted and agreed upon this 5th day of April, 2024.

Pine Ridge HOA, Inc.

By:

(Signature)

William Brown

Hartzell Painting

George Holman
George Holman, Senior Vice President

President, Pine Ridge at Delray Beach HOA, Inc.

(Title)