



17050 Alico Commerce Ct, Ste. #1
Fort Myers, FL 33967
Tel.: (239) 267-5133
Fax: (239) 267-5144

Email: office@northerncontractingfl.com

Licensed and Insured

NORTHERN CONTRACTING, INC.

PRESSURE WASHING AND PAINTING CONTRACT FOR:

Pelican Point

Cape Coral, FL 33904

April 6, 2017



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DATE: APRIL 6, 2017
LOCATION: PELICAN POINT

Northern Contracting, Inc (herein after “**Contractor**”) agrees to supply all necessary labor, material, equipment to perform the repainting of **Pelican Point Condominium Association** (herein after “**Owner**”) as described and specified herein.

This contract includes the following:

- 1. Guidelines**
- 2. Itemized Pricing & Options**
- 3. General Notes & Payment Terms**



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I. Guidelines

1. The Contractor will provide certificates in the Owner's name and maintain the following insurance:

Worker's Compensation:

Each Accident:	\$1,000,000.00
Policy Limit:	\$1,000,000.00
Each Employee:	\$1,000,000.00

General Liability:

General Aggregate:	\$2,000,000.00
Products-Comp/Op:	\$1,000,000.00
Personal & Adv. Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00

2. The Contractor will comply with all Federal, State and Local EPA laws and O.S.H.A. regulations.
3. The Contractor specializes in residential, commercial, and multi-family painting, pressure washing and sealant application with extensive experience, and is a manufacturer approved applicator of materials for the specific project being applied.
4. The Contractor will provide a Supervisor who will be at the jobsite daily, and who will cooperate with the Owner's Representative. The Contractor will also remain at the jobsite until the project is completed.
5. The Contractor will not be held responsible for any damage that occurs to Owner's property as a result of their negligence to comply with our specifications and requests set forth.
6. Owners to provide a designated staging area wherein Contractor is able to park work vehicles, small work trailer, boom lift, and portable bathroom (as applicable).



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7. Severability

In the event that any part or provision of this agreement is declared fully or partially invalid, unlawful or unenforceable by a court of competent jurisdiction, the remainder of the part or provision and the agreement will remain in full force and effect, if the essential terms and conditions of this agreement for each party remain valid, binding and enforceable.

8. Warranty

Excluding acts of God and other conditions beyond Contractor's control, the Manufacturer and Contractor warrant its work for a period of seven (7) years from the date of final completion of the Project and agree to be responsible for the costs for all Labor and all Materials to correct any deficiencies whether due to workmanship or material(s) failure; as per the Manufacturer's Standard Warranty.

9. Arbitration

In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to an arbitration/mediation office located in Lee County, Florida for arbitration in accordance with the applicable United States Arbitration and Mediation Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.



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**Pelican Point
4924 Viceroy Street
Price Summary**

Base bid includes: Surface preparation, application of clear sealer/prime coat (*Loxon Conditioner Clear A24-100 series*), application of caulking/sealants, patching of stucco cracks, and application of finish coat (*SuperPaint Exterior Latex Satin*) according to manufacturer's warranty specifications to all previously painted exterior stucco (excluding stairwell wall/ceilings and carport area ceilings), wood surfaces, decorative banding, soffits and fascia. Including all previously painted pipes and attached fixtures.

Excludes: Any items not mentioned above, window frames, light fixtures, fire alarms and piping and all other undamaged factory finished items.

Entry, 2nd Floor Rear & Service Doors and Frames includes: Surface preparation, sanding, wire brushing and spot priming with a rust inhibitive primer (*Kem Kromik Universal Metal Primer*) to all rust affected areas and application of a finish coat (*DTM Acrylic Semi-gloss*) to the exterior side of all service doors and frames.

Optional Bid- 2nd Floor Stairwell Doors and Frames-\$50.00 Each (Exterior Side Only)
Note: Additional cost of \$200.00 per door if existing coating needs to be removed (D5 only)

Excludes: Any items not mentioned above.

Price including labor and material for Project: \$12,780.00



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Option Pricing

2nd Floor Weathered Wood Trim Molding: Remove and replace weathered wood molding around 2nd floor screen doors and frames with solid vinyl trim molding. All Construction debris to be removed and disposed of offsite.

Excludes: Any items not mentioned above.

Price including labor and material: \$160.00 per door X 8 doors = \$1,280.00



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General Notes and Payment Terms

Detail:

1. High Pressure Clean:

- 1.1 Prior to pressure cleaning, we will wet plants around the buildings.
- 1.2 We will apply chlorine bleach/water solution and allow it to kill existing mold and mildew. We will remove dirt, chalked paint and debris from surfaces.
- 1.3 We will wash surfaces with a high-volume, high-pressure commercial grade pressure cleaner capable of sustaining continuous pressure of 3,000-3,500 psi with a 25-degree tip.
- 1.4 We will remove as much rust derived from sprinklers as possible (if applicable).
- 1.5 Areas to be cleaned are exterior stucco, fascia, soffit, decorative trim and wood surfaces. Including all previously painted pipes and attached fixtures.
- 1.6 We will also rinse clean areas such as sidewalks to remove pooling/ponding water.

2. Application of Surface Conditioner/Primer:

- 2.1 Prior to application of primer the windows will be covered with 3m film (plastic) and tape and will be removed after painting is final.
- 2.2 Exterior stucco surfaces that have peeling and delaminated coating will be hand-scraped to achieve a sound surface.
- 2.3 We will apply one coat of *Loxon Surface Conditioner/Sealer Clear A24-100 series* by pump sprayer, brush, and roller to all exterior exposed stucco and decorative banding surfaces.
- 2.4 The sealer will be applied to penetrate old paint, emulsifying and bonding it to the existing exposed exterior stucco.

3. Patching of Stucco Cracks:

- 3.1 Hairline cracks less than 1/16th of an inch will be detailed with patching compound with particular attention to window sills.



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- 3.2 After removal of loose paint, we will patch the surface with *Kover Krack Textured Elastomeric Patching Compound* – brush grade.
- 3.3 After patching, cracks will be double-checked for secure adhesion.
- 3.4 Rust spots on stucco will be scraped out, primed with rust-inhibitive paint and properly patched, and if necessary, replaced with new stucco.

4. Application of Caulk:

- 4.1 We will remove deteriorated caulk where necessary using a razor knife.
- 4.2 Surfaces will be solvent wiped to remove any surface contaminants prior to application of new sealant.
- 4.3 The contractor will apply a new bead of *Loxon S1 Polyurethane caulk*. The bead will be tooled to insure adhesion and appearance.
- 4.4 We will apply caulk around top and sides of decorative bands, penetration points, window and door perimeters, and all other places necessary.

5. Application of Finish Coat:

- 5.1 We will apply a finish coat of *SuperPaint Exterior Latex Satin* to all previously painted exterior stucco, wood surfaces, decorative trim, fascia, and soffit. Including all previously painted pipes and attached fixtures
- 5.2 Any items not mentioned above will not be painted.

6. Application of Finish Coat – Entry, 2nd Floor Rear & Service Doors and Frames:

- 6.1 We will prep and sand the exterior face of entry and service doors and casings to create an abraded surface. Surfaces will be solvent wiped to remove dirt and debris.
- 6.2 Contractor will apply *Kem Kromik Universal Metal Primer* to any rust affected or bare metal areas.
- 6.3 We will apply a finish coat of *DTM Acrylic Semi-gloss* to the exterior face of all previously painted entry, 2nd floor rear & service doors and frames.



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7. Protection

- 7.1 We will provide the protection necessary to insure against drips. Precautions will be taken to protect landscaping, windows, floors, sidewalks, light fixtures, fire equipment and any other place that will require to be protected from paint splatters.
- 7.2 Areas will be cleaned at the completion of each working day.

8. Warranty

- 8.1 Sherwin Williams will provide a Factory Warranty on labor and materials for a period of seven (7) years from the completion of the project on stucco surfaces. Warranty coverage does not include inherent surface or structural defects.
- 8.2 A Sherwin Williams Representative will be available for inspection throughout the pressure washing and painting project.

9. Labor commencement and duration

- 9.1 Labor commencement will be determined by Owner and the Contractor.

10. Notes

- 10.1 This proposal has been prepared using Sherwin Williams products.
- 10.2 We will provide a Supervisor who will be at the jobsite every day to insure the quality of work.
- 10.3 We will need space to park vehicles, work trailer and portable bathroom.
- 10.4 This proposal has been prepared anticipating that the colors will remain the same as existing. Before contract is signed, the Owner will advise the Contractor of any color changes as it may incur additional costs.
- 10.5 We will need landscaping to be trimmed at least one foot from the units before painting preparation starts. Some leaf damage may occur, but should not be harmful and will grow back in a short period of time.
- 10.6 We will need Owner's cooperation in removal of all cars where pressure washing and paint work is being completed.



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- 10.7 We will begin work at 7:30 a.m. Monday through Friday and 8:00 a.m. on Saturdays. We will finish work no later than 6:00 p.m. on a daily basis.
- 10.8 The owners will provide electricity and water for this project.
- 10.9 Owners will be responsible for the removal of furniture, plants, rugs, etc. around buildings before project begins.
- 10.10 *If Contractor encounters additional areas requiring repair due to unforeseen issues, Contractor will submit for a "Change Order". Contractor to receive written approval prior to commencing any additional repairs.*



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- Owner to initial each page, initial next to options desired (as applicable), and sign contract acceptance below.
- Owner and Contractor to perform one walk-through on each building upon completion. If the Owners encounter any areas requiring touch-ups during this walk-through, Contractor will complete this list of items promptly.
- Anticipated time frame for Owner to receive warranty paperwork is approximately two weeks.

Payment Terms:

90% Payment upon completion of Project (to be paid within 10 business days of receipt) = **\$12,834.00**
10% Final Payment upon Association's receipt of warranty (to be paid within 10 business days of receipt) = **\$1,426.00**

(Pricing breakdown based on approvals of base bid, door stripping, trim replacement.)
Total: \$14,260.00

The terms and conditions contained herein are hereby agreed to by both parties.

For: Pelican Point Condominium Association or Property Management Representative

_____	_____	_____
Printed Name/Title	Signature	Date

For: Northern Contracting, Inc.

Matthew Diamond
Vice President
Northern Contracting, Inc.

04/06/17
Date