

Project Name: Windermere Community Building Demolition

FIXED AMOUNT CONTRACT

THIS AGREEMENT, Made as of October 26, 2022

Between the Owner: Rotary Club Of Windermere

And the Contractor: **Pece Of Mind Environmental, Inc.**
1575 Aber Road
Orlando, FL 32807
407-568-3456

For the Project: Windermere Community Building Demolition

ARTICLE 1. CONTRACT DOCUMENTS

1.1 The contract documents consist of the contract and demolition proposal issued prior to execution of this agreement and all change orders or modifications issued and agreed to by both parties. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the work by the Contractor. The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Documents include:

- **Pece of Mind proposal dated 2/17/22**

1.2 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the architect and contractor, (2) between the owner and a subcontractor or sub-subcontractor or (3) between any persons or entities other than the owner and contractor.

1.3 The term "work" means the demolition and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services to be provided by Contractor to fulfill the Contractor's obligations. The work may constitute the whole or a part of the project.

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ARTICLE 2. SCOPE OF WORK

2.1 The Contractor agrees to demolish the above mentioned structure(s) and fixtures attached thereto at 118 W 5th Ave., Windermere, FL

ARTICLE 3. THE CONTRACT PRICE

3.1 The purchase price of the project shall be set at the sum of \$9,900, subject to additions and deductions pursuant to authorized change orders.

ARTICLE 4. TIME OF COMPLETION

4.1 The approximate commencement date of the project shall be (10/31/22). The approximate completion date of the project shall be (11/4/22), however any change orders and/or unusual weather might delay or otherwise affect the completion date.

ARTICLE 5. OWNER

5.1 The Owner shall furnish all necessary surveys and a legal description of the site.

5.2 Except for permits and fees which are the responsibility of the Contractor under the Contract Documents, the Owner shall secure and pay for all necessary approvals, easements, assessments and charges required for the demolition, use or occupancy of permanent structures or permanent changes in existing facilities.

5.3 If the Owner observes or otherwise becomes aware of a fault or defect in the work or any nonconformity with the design or demolition Documents, the Owner shall give prompt written notice to the Contractor.

5.4 The Owner shall furnish required information and services and shall promptly render decisions pertaining there to in order to avoid delay in the orderly progress of the design and construction.

5.5 The Owner shall, at the request of the Contractor, provide a certified or notarized statement of funds available for the project and their source.

5.6 The Owner shall communicate with any subcontractors only through the Contractor.

5.7 The Owner will not have control over or charge of and will not be responsible for demolition means, methods, techniques, sequences or procedures, except for included demolition schedule or for safety precautions and programs in connection with the work, since these are solely the Contractor's responsibility.

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ARTICLE 6. DUTIES OF THE CONTRACTOR

6.1 The Contractor shall supervise and direct the work, using the Contractor's best skills and attention. The Contractor shall be solely responsible for and have control over demolition means, methods, techniques, sequences and procedures except for included demolition schedule.

6.2 All work shall be in accordance to the provisions of the plans and specifications.

6.3 All work shall be completed in a workman like manner, and shall comply with all applicable national, state and local demolition codes and laws.

6.4 Contractor shall obtain all demolition permits necessary for the work to be completed.

6.5 Contractor shall remove all demolition debris and leave the project in a clean condition.

6.6 Upon satisfactory payment being made for any portion of the work performed, Contractor shall furnish a full and unconditional release from any claim or mechanics' lien for that portion of the work for which payment has been made.

6.7 Unless Contract Documents give other specific instructions concerning these matters, the Contractor shall provide and pay for all labor, materials, equipment, tools, demolition equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for the proper execution and completion of the work, whether temporary or permanent and whether or not incorporated or to be incorporated in the work.

6.8 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the work under a contract with the Contractor.

6.9 The contractor retains any and all salvage rights to buildings, attachments and appurtenances at project location.

ARTICLE 7. PROGRESS PAYMENTS

7.1 The Owner will make payments to the contractor pursuant to the attached demolition draw schedule as work required by said schedule is satisfactorily completed. Owner shall make draw payments to contractor within **(30)** days after request by contractor. Should the owner fail to make payment, contractor may charge a penalty of **(18%)** annually upon the unpaid amount until paid.

7.2 If the Contractor does not receive payment within **(45)** days after delivery of payment demand for work satisfactorily completed, contractor shall have the right to stop work or terminate the contract at his option. Termination by Contractor under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination. Termination by Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to Contractor for that part of the work performed prior to such termination.

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ARTICLE 8. UNKNOWN CONDITIONS

8.1 If conditions are encountered at the site which are:

- (1) Subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents
- (2) Unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in demolition activities of the character provided for in the demolition documents, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than 21 days after the first observance of the conditions. The Owner will promptly investigate such conditions and will negotiate with the Contractor an equitable adjustment in the contract sum, contract time or both.

8.2 If the Contractor wished to make claim for an increase in the contract sum, written notice as provided herein shall be given to the Owner before proceeding to execute the work. Prior notice is not required for claims relating to an emergency endangering life or property. If the Contractor believes additional cost is involved for reasons including but not limited to:

- (1) A written interpretation from the Owner
- (2) An order by the Owner to stop the work where the Contractor was not at fault
- (3) A written order for a change in the work issued by the Owner
- (4) Failure of payment by the Owner
- (5) Termination of the Contract by the Owner
- (6) Owner's suspension
- (7) Other reasonable grounds, claims shall be filed in accordance with the procedures established herein.

8.3 If the Contractor wishes to make claim for an increase in the contract time, written notice as provided herein shall be given. The Contractor's claims shall include an estimate of cost and of probable effect of delay on progress of the work. In the case of a continuing delay, only one claim is necessary.

8.4 If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions has an adverse effect on the scheduled construction.

8.5 If either party to the contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employee's or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether insured or not, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a claim for additional cost or time related to this claim is to be asserted, it shall be filed as provided in subparagraphs 8.2 and 8.3.

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ARTICLE 9. CHANGE ORDERS

9.1 A Change Order is any change to the original plans and/or specifications. All change orders need to be agreed upon in writing, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties. Additional time needed to complete change orders shall be taken into consideration in the project completion date.

9.2 The Owner without invalidating the contract may order changes in the work within the general scope of the original contract consisting of additions, deletions or other revisions and the contract sum and contract time shall be adjusted accordingly. Such changes in the work shall be authorized by a change order, and shall be performed under applicable conditions of the contract documents.

9.3 If the Owner requests the Contractor to submit a proposal for a change in the work and then elects not to proceed with the change, a change order shall be issued to reimburse the Contractor for any costs incurred for design services, bid preparation or proposed revisions to the contract documents, with the addition of a change in time.

9.4 The Contractor shall be compensated for changes in the work necessitated by the enactment or revisions or codes, laws or regulations subsequent to the submission of the Contractor's proposal.

ARTICLE 10. INSURANCE

10.1 The Contractor will keep in force the following insurance policy's on the said project, Owner will be named additional insured to protect both owner's and contractor's interests until construction is completed.

Rotary & Town of Windermere NS

10.2 The Contractor shall purchase and maintain the following insurance:

- \$2,000,000.00 of General Liability
- \$1,000,000.00 of Workers Compensation
- \$1,000,000.00 of Vehicle Liability
- \$5,000,000.00 of Umbrella insurance
- \$2,000,000.00 of Pollution Liability

10.3 The Owner will purchase and maintain property insurance to the full and insurable value of any structure not included in the demolition project, in case of a fire, vandalism, malicious mischief or other instances that may occur.

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ARTICLE 11. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

11.1 Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Contractor shall notify the Owner immediately and allow the Owner/Contractor to contract with a properly licensed and qualified hazardous material contractor. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

ARTICLE 13. ARBITRATION OF DISPUTES

13.1 Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 14. TERMINATION OF THE CONTRACT

14.1 Should the Owner or Contractor fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

14.2 If the Owner or the Contractor shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

14.3 In the event of a default by the Owner or Contractor, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

14.4 In the case of a defaulting Owner, the Contractor may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Contractor may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, demolition equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

ARTICLE 15. ATTORNEY FEES

15.1 In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to be paid reasonable attorney fees, costs and expenses by the other party.

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Pece Of Mind Environmental, Inc.

BRANDON SHOAF

Digitally signed by BRANDON SHOAF
DN: C=US, E=bshoaf@peceofmind.com,
O=PECE OF MIND ENVIRONMENTAL,
CN=BRANDON SHOAF
Date: 2022.10.31 09:10:04'00'

Contractor's Signature / Title

10/31/2022

Date



President

Owner's Signature / Title

30 oct. 2022

Date

Initialed by: Owner NS Contractor BS



DEMOLITION BID

February 17, 2022

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Estimating contact for questions: Brandon Shoaf 407-279-8975
 bshoaf@peceofmind.com

CUSTOMER:
 Windermere Rotary

PROJECT:
 118 W 5th Ave.
 Windermere, FL

BID #:

VOL #: 22

CONTACT:
 Byron Sutton

EMAIL:
 byrons@worldtradecenterorlando.org

PHONE:
 407-257-1806

FAX:

Pece Of Mind Environmental, Inc. will furnish all necessary labor, materials, machinery, equipment, worker's compensation insurance, and liability insurance to perform the following scope of work in accordance with the plans and specifications supplied. Any changes or deviation from this scope of work will only be executed upon written notice or change order. Such changes that create extra costs will be added to the original proposal price. Pece Of Mind Environmental, Inc. will not be held responsible for delays, strikes, or matters beyond our control. This proposal is valid for 30 days.

Base Scope of Work Demolish, Remove, & Haul:

1 Story Concrete Building – 1,800SF

Inclusions	Exclusions
<ul style="list-style-type: none"> Taxes Dumpsters, trucking, and landfill fees All scrap salvage rights including all structures, mechanical equipment, plumbing services, and electrical equipment and wiring Permit fees or notification fees HVAC refrigerant recovery 	<ul style="list-style-type: none"> Hazardous waste Asbestos surveys or abatement Mold remediation Certified as-built drawings Utility disconnects or relocation Temporary site fencing or interior dust partitions Patching or repairing Salvage for others Storage of salvaged items Temporary access to power and water Night, weekend, or holiday work Moving or storage of furnishings New build-back work Slab trenching for new work Saw cutting of smooth finished squared corners or edging Site demolition Excess soil export or fill dirt import Asphalt pavement removal Maintenance of traffic Erosion controls Grease traps Well abandonment Landscape or tree removal Underground demolition or utility abandonment Site security Seeding, sodding, or site restoration Dewatering Payment service fees Liquidated Damages

Cost of Base Scope of Work	\$9,900.00
Cost of Payment & Performance Bond	2% of contract
Mobilizations Included	1
Terms of Payment	Progress Billing



Phone: 407-568-3456
 Fax: 407-568-1954
 1575 Aber Road
 Orlando, Florida 32807