



Mario's Painting
Restoration & Waterproofing

GGC1515094

PAINTING CONTRACT

4533 Kelmar Drive
West Palm Beach, FL 33415
561-968-6834 | 561-968-6436

November 12, 2021

Robert Padovano
Midport Place I Condominium
1509 SE Royal Green Circle
Port Saint Lucie, FL 34952
Midportplace1@comcast.net
772-337-4482

RE: *MIDPORT PLACE I CONDOMINIUM- RESTORATION*

Dear Robert Padovano,

Thank you for the opportunity to bid the project located at **“1509 SE Royal Green Circle Port Saint Lucie, FL 34952”**. We have been in business since 1995 and Mario's Painting delivers the highest quality residential and commercial finishes using superior products backed by our professional and courteous service.

Mario's Painting of South Florida, Inc. hereby submits the specifications and estimates at the property mentioned above on **Restoration 201&202 (Building U)**. We at Mario's Painting will furnish the necessary labor, material, equipment, and insurance to perform the work as outlined in our Scope of Work.

Please let us know if there is any other information needed to assist you with your decision. Again, thank you and we look forward to working with you soon.

Sincerely,

Mike Vazquez

Regional Account Manager
michael@gomarios.com



1. THIS AGREEMENT: Hereinafter called "Agreement" or "Contract" is made and entered into on October 21, 2021, by and between Midport Place I Condominium – Restoration (hereinafter "Owner") whose address is 1509 SE Royal Green Circle Port Saint Lucie, FL 34952, (hereinafter "Mario's Painting" or "Contractor") State License Number CGC1515094, whose address is 4533 Kelmar Drive West Palm Beach, FL 33415.

A. CONTRACT PRICE AND PAYMENTS AS FOLLOWS:

\$ 15,587.00 PLEASE SEE ATTACHED

3. SCOPE OF WORK: Mario's Painting shall be responsible to furnish all labor, materials, and equipment necessary to complete the painting of **Restoration on four balconies 201&202 (Building u) per CSM Engineer report.**

5. MARIO'S PAINTING RESPONSIBILITIES:

- Furnish all labor, materials, tools, and equipment necessary for the cleaning, preparation, sealing and painting of all exterior surfaces.
- Perform job in a workmanlike manner using skilled workers and carried out in such a way as to minimize any inconvenience to the occupants and tenants.
- Maintain a full workforce from start to completion of the work and leave a qualified foreman on the job at all times. Apply material free from runs, sags, wrinkles, streaks, shiners and brush marks. All materials will be applied uniformly.
- Responsible for and use utmost care in the protection of the Occupants' property including all balconies, screens, windows, walkways, shrubbery, parked vehicles and any other property in the area from paint and/or any other damage.
- Verify surfaces are ready to receive work as recommended by manufacturer.
- Examine surfaces scheduled to be finished prior to commencement of work.
- Contractor may furnish a list of pre-existing conditions at the project. This list, covering items at each building, will protect the Contractor in the event he is questioned regarding conditions that were present prior to his starting the job. This damage list must be furnished to the Owner before pressure cleaning of each building
- Contractor shall notify Owner's representative three (3) days in advance of starting and painting and/or pressure cleaning so that cars can be moved by the tenants/unit owners.
- Maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.



6. CONTRACT PLANS, SPECIFICATION, PERMITS AND FEES: All required building permits will be paid for by owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind whatsoever, required by any government body, shall be paid for by Owner.

7. CHANGE ORDERS: Should Owner, or any government body or inspector require any modification to the work covered under this contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his customary price for performing such extra work. All extra work as well as any other modifications to the original contract shall be specified and approved by both parties in a written change order. All change orders shall become a part of this contract and shall be incorporated herein.

8. OWNER RESPONSIBILITIES: Owner is responsible for the following: (1) to see that all necessary water, electrical power, access to premises, and toilet facilities are provided on the premises, (2) to provide a storage area on the premises for equipment and materials, (3) to relocate and protect any item that prevents Contractor from having free access from screened balconies and or patios, such as, but not limited to furniture, appliances, fixtures, draperies, plants. If Owner fails to relocate such items, Contractor may relocate these items as required but in no way is Contractor responsible for any damage sustained to these items during their relocation and/or during the performance of the work, (4) to obtain permission from the Owner(s) of any adjacent property that Contractor must traverse upon to gain access to the work areas. Owner agrees to be responsible and to hold Contractor harmless and accept any risks resulting from the use of adjacent properties by Contractor, (5) to correct any existing defects, which are recognized during the work. Contractor shall have no liability for correcting any existing defects such as, but not limited to, dry rot, structural defects, or code violations, (6) to make all reasonable efforts to notify all occupants of the property to remove any personal items and patio furniture from the areas in order to allow Contractor to proceed without delay, (7) to provide information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, data or drawings depicting existing conditions, subsurface and environmental studies, reports and investigations, (8) to cut back shrubbery and trees to permit equipment and workmen free and adequate access to areas to be painted (9) removal of cars on building grounds with advance notice of three (3) days to prevent possible paint spattering from scaffold or workmen on ladders. (10) This work is being performed for the owners benefit and at the owner's risk regarding inclement weather. Any mobilization or demobilization expenses and any exterior protection of building areas exposed during process of work due to hurricanes and other atypical inclement weather would be chargeable on a time and material basis.

Except as are set forth herein, there are no warranties, expressed or implied, made by Contractor and all warranties, including merchantability, habitat ability or fitness for any purpose or intended use are disclaimed. Contractor shall assign to owner any manufacturer's warranties incorporated into this construction, but otherwise, Contractor makes no warranties with regard to this thereto.

9. DELAY: Contractor shall be excused for the delay in completion of the contract by acts of God, acts of the Owner, inclement weather, labor trouble, acts of public agencies, inspectors, or public utilities, extra work, failure of the Owner to make progress payments promptly, or other contingencies unforeseen by Contractor and beyond the reasonable control of Contractor

10. FINAL PAYMENT: The final payment will be due ten (10) days after completion of the project.

11. START DATE AND TIME FOR COMPLETION OF WORK:

Projected start DATE _____, 2021 weather permitting (written by signee).

Estimated completion for this project will take approximately ___ weeks weather permitting. Contractor will commence work and shall use its best efforts to complete the work in a timely manner subject to permissible delays. However, no damages for delays in the completion of the work shall exist in favor of Owner.

12. RIGHT TO STOP WORK AND TO WITHHOLD PAYMENT OF LABOR AND MATERIALS: If any payment is not made to Contractor as per this Contract, Contractor shall have the right to stop work and keep the job idle until all past due progress payments are received. Contractor is further excused by Owner from paying any material, equipment and/or labor suppliers or any subcontractors (hereinafter collectively called "suppliers"), during the period that Owner is in arrears in making payments to Contractor for bills received during that same period. If these same "suppliers" make demand upon Owner for payment, Owner may make such payment on behalf of Contractor and Contractor shall reimburse Owner for this amount at such time that Owner becomes current with Contractor for all past due payments. Owner is responsible for verifying the amounts owed by Contractor to these same "suppliers", prior to making payment on behalf of Contractor. Owner shall not be entitled, under any circumstances, to collect as reimbursement from Contractor any amount greater than the amount actually owed by Contractor to these same "suppliers", for work performed or materials supplied on Owner's job.

13. CLAIM OF LIEN: Should Owner fail to timely make any payment due to Contractor as required under this Contract, Contractor shall have the right to record a claim of lien against the subject property in the public records of the county where the work was performed. This remedy shall be in addition to any other remedy Contractor may have against Owner.

14. VENUE AND WAIVER OF JURY TRIAL: The venue for any dispute involving this Agreement shall be the county where the work was performed or at the sole and exclusive option of Mario's Painting, Palm Beach County, Florida. IN ANY SUCH DISPUTE, THE PARTIES SPECIFICALLY AGREE TO WAIVE THE RIGHT TO A TRIAL BY JURY.

15. LEGAL FEES: In the event litigation arises out of this contract, the prevailing party shall recover from the non-prevailing party its reasonable legal fees and costs incurred both pre-suit and in litigation, including attorneys' fees incurred during any appeal or bankruptcy proceeding.

16. LIMITATIONS: No action arising from or related to this contract, or the performance of this contract, may commence by either party against the other party more than two years after (1) the date of substantial completion of the job hereunder, or (2) the date of cessation of work under this contract, whichever occurs first. This limitation applies to all actions of any nature or character whatsoever.

17. INDEMNIFICATION: In the absence of willful or reckless conduct by Mario's Painting, its agents, officers, employees and subcontractors, Owner agrees to indemnify, defend, and hold Mario's Painting harmless from and against all claims and actions relating to or arising from any work performed in conjunction with this Agreement. Such indemnification shall include, but not be limited to the payment of attorneys' fees, costs of investigation, and damages, based on or arising out of damage or injury to persons or property.



Mario's Painting

Restoration & Waterproofing

CGC1515094

PAINTING CONTRACT

4533 Kelmar Drive
West Palm Beach, FL 33415
561-968-6834 | 561-968-6436

18. RELEASES OF LIEN: Mario's Painting shall present to Owner, at Owner's request, releases of lien for materials and work performed and paid, or to be paid to date, from any and all suppliers of material, labor, equipment services, etc.

19. INSURANCE: Mario's Painting shall purchase and maintain insurance of the following types of coverage and limits of liability:

- Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.
- Automobile Liability.
- Business Auto Liability with limits of at least \$1,000,000 each accident.
- Workers Compensation and Employers Liability.
- Employers Liability Insurance limits of at least \$500,000 each accident for bodily injury by accident and \$50,000 each employee for injury by disease.

20. ENTIRE AGREEMENT: This contract contains the entire Agreement between the parties and no prior written or oral proposal; agreements, representations or statements made by any of Owner's officers or agents before the execution of this Contract are valid unless the representation or statement is contained herein. Captions of articles are for convenience and are not a part of this Contract. Singular number and masculine gender are used in this Contract and include any number and gender as the context may require.

MIDPORT PLACE I CONDOMINIUM- RESTORATION 201 & 202 BUILDING U

BY: Edmond J. Bugeushighi DATE: 11-18-21
 TITLE: PRESIDENT

MARIO'S PAINTING OF SOUTH FLORIDA, INC.

BY: Mike Vazquez DATE: 11-12-2021
 TITLE: REGIONAL SALES MANAGER