

CONSTRUCTION CONTRACT

TRI-LAKES EXTERIOR HOME IMPROVEMENT



Tri-Lakes Exterior Home Improvement

P.O. Box 762
Kimberling City, Missouri
PHONE: (417) 213-1216

THIS CONTRACT IS ENTERED INTO THIS DATE:
November 15, 2018

<i>and</i> BUYER/ OWNER	NAME			
	Anchors Point Condominium Association			
	PROJECT ADDRESS	CITY	STATE/ZIP	PHONE (314) 757-9091
	Kimberling City, MO 65686			
	ALTERNATE/EMAIL ADDRESS	CITY	STATE/ZIP	PHONE (630) 664-3918
	APCOAboard@anchorspointcoa.org			

DESCRIPTION OF THE PROJECT:

Center Pool House Building – Total \$38,700

- (1) Remove bottom 12"-18" of rotten Masonite on bottom sections of 10' panels as needed and replace with new sheeting. *In the case of damage to insulation behind sheeting, remove existing insulation and replace with new. Inspect existing wall studs and sister in additional as needed.
- (2) Remove and reset existing staircase as needed. Install new black "Fortress FE26" handrail system with Brackets with brackets 16' on center and with "Timbertech" top cap on rear deck areas .All cracks on top cap will be sealed. Install gates on ground level units where appropriate.
- (3) Wrap in Moisture barrier wall wrap (over top of existing exterior sheeting) on rear wall and two sides of building. Install new Vinyl siding on two sides and rear wall only. This includes all trim, cap, etc. as needed for proper install.

Gutters for Pool House Building – Total \$1,300

*Remove 2"x3" downspouts and replace with 3"x4" Downspouts. Association is responsible for drainage connect ion. \$1,300

400 and 500 Buildings (End Cap Siding and New Decks) – Total \$32,400

- (1) End cap of 400 building and 500 building (pool side/end only): Remove any existing rotten, broken sheeting as needed and replace with new. Wrap same side in moisture barrier wrap (over top of existing exterior sheeting). Install new Vinyl siding on pool end only of each building. This includes all trim, cap, etc. for correct install.
- (2) Remove 4 existing decks from 400 and 500 buildings (2 decks each). Build out 4 new decks of same size and place in pressure treated exterior pine lumber. All handrail will be Black aluminum "Fortress FE 26" handrail(16" on center brackets) and include "Timbertech" top cap extension with all seams sealed. All 4 new decks will include "Dry Space" roof covering installed underneath and flashing as needed. \$32,400

400 and 500 Buildings (Rear Siding and Handrail) – Total \$74,400

- (1) Remove any existing rotten, broken sheeting from rear side of building only as needed and replace with new. Wrap same in moisture barrier wrap (over top of existing exterior sheeting). Install new Vinyl siding on entire rear section of both buildings only. This includes all trim, cap, etc. for correct install. *No repairs will be made nor siding installed in or on any interior deck areas.*
- (2) Remove all existing handrail on back side of Buildings and replace with black aluminum "Fortress FE 26" handrail (brackets 16" on center)and include "Timbertech" top cap extension with seams sealed. All ground level decks will include matching gate system.
- (3) Wrap all rear facing window trim in custom bent aluminum. *Windows and doors on interior deck areas will not be wrapped.*
- (4) Remove all existing 2'x3' downspouts from rear of building and replace with new 3'x4' downspouts.

Housekeeper Hut – Total \$4800

- (1) Remove any existing rotten, broken sheeting as needed and replace with new. Wrap same in moisture barrier wrap (over top of existing exterior sheeting). Install new Vinyl siding on rear and 2 sides of bathhouse/housekeeping hut next to pool area. This includes all trim, cap, etc. needed for correct install. Wrap 3 existing doors in custom bent aluminum.

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TERMS AND CONDITIONS

Post Stain – Total \$1,000

*Stain 6"x6" post on each deck in rear of Pool House and 400 and 500 Buildings same color as existing. (This does not include the posts on any newly built decks as they will not be ready to stain until mid-summer 2019.)

Negotiated One-Time Charge for Contractor to cover additional sheeting, insulation, additional wall studs for damaged areas discovered during install. Customer acknowledges that excessive damage (if found) will be revisited by Customer and Contractor and the parties will work to find a mutually acceptable solution to repair or remediate. Total - \$2,700

Contract does not include the deck area of any units, nor the sides of the buildings not specifically mentioned herein.

Work performed at Project Address

(Street Address and Legal Description if Known)

TIME FOR STARTING AND COMPLETION: TIME FOR STARTING AND COMPLETION: The work to be performed by Contractor pursuant to this Contract shall be commenced within three (3) weeks from the date hereof and shall be substantially completed by May 23, 2019.

PAYMENT: Owner agrees to pay Contractor a total price of \$155,300, with a down payment of \$77,650. Payment schedule is as follows: (1) \$25,883 upon completion of the work set forth herein for Building 400, (2) \$25,883 upon the completion of the work set forth herein for the Center Pool House and Housekeeper Hut, and (3) \$25,884 upon completion of the remainder of the work set forth herein.

ALLOWANCES: The following items or specific prices as indicated are included in the contract price as allowances. The contract price shall be adjusted upward/downward based upon actual amounts rather than estimated amounts herein: n/a

TERMS AND CONDITIONS: The Terms and Conditions attached are expressly incorporated into this Contract.

THIS CONTRACT consists of 3 pages and 0 attachments.

 11-19-18
CONTRACTOR SIGNATURE

X

AUTHORIZED PERSON
SIGNATURE

DATE

TERMS AND CONDITIONS

1. **CHANGES IN THE WORK.** Should the Owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this Contract, this shall be deemed extra work and the Contract price shall be adjusted accordingly via a change order.

2. **RESPONSIBILITIES OF THE PARTIES.** Contractor shall promptly notify the Owner of (a) subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or (b) unknown physical conditions differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract. Owner shall pay for any expense incurred due to such conditions as extra work.

The Owner is responsible to supply water, gas, sewer and electrical utilities unless otherwise agreed to in writing. Electricity and water to the site is necessary. Owner agrees to allow and provide Contractor and his equipment access to the property and provide toilet facilities. The Owner is responsible for having sufficient funds to comply with this Contract. This is a cash transaction unless otherwise specified. The Owner is responsible to remove or protect any personal property and Contractor is not responsible for it or for any driveways, lawns, shrubs, etc. The Owner will point out and warrant the property lines to Contractor.

3. **DELAYS.** Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays for any of the following reasons: failure of the issuance of all necessary building permits within a reasonable length of time, funding of loans, disbursement of funds into funding control or escrow, acts of neglect or omission of Owner or Owner's employees or Owner's agent, acts of God, stormy, snowy or other inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by Owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies, or for acts of independent contractors, or holidays, or other causes beyond Contractor's reasonable control.

4. **PLANS & SPECIFICATIONS.** If plans and specifications are prepared for this job, they shall be attached hereto and become a part of the Contract.

5. **SUBCONTRACTORS.** The Contractor may subcontract portions of this work to properly qualified subcontractors.

6. **FEES, TAXES AND ASSESSMENTS.** Owner will pay for taxes and assessments of all kinds that may result or arise out of this project. Contractor will obtain and pay for all required building permits, but Owner will pay assessments and charges required by public bodies and utilities for financing or repaying the cost of sewers, storm drains, water service, schools and school facilities, other utilities, hook-up charges and the like.

7. **CLEAN-UP.** Unless otherwise agreed to herein, Contractor will remove from Owner's property debris and surplus material created by this operation and leave it in a neat and broom clean condition.

8. **RIGHT TO STOP WORK:** Contractor shall have the right to stop work if any payment shall not be made, when due, to Contractor under this Contract. Contractor may keep the job idle until all payments due are received. This remedy is in addition to any other rights or remedies that the Contractor may have. A failure to make any payment when due is a material breach of this Contract. Owner acknowledges that the additional costs for the delay in stopping and starting the project shall be treated as an extra work under the Contract.

9. **INSURANCE AND DEPOSITS.** Owner will procure at Owner's expense and before the commencement of any work hereunder, fire insurance with course of construction, with vandalism, theft and malicious mischief clauses included, such insurance to be a sum at least equal to the Contract price with loss, if any, payable to any beneficiary under any deed of trust covering the project. Such insurance shall also name the Contractor and any subcontractors as additional insured, and include sufficient funds to protect Owner, Contractor, subcontractors and construction lender as their interests may appear. Should Owner fail to do so, Contractor may procure such insurance as agent for and at the expenses of Owner, but is not required to do so.

If the project is destroyed or damaged by accident, disaster or calamity, such as fire, storm, earthquake, flood, landslide, or by theft or vandalism, or as a result of any latent defect in the property that is not apparent to Contractor upon reasonable inspection, any work done by the Contractor in rebuilding or restoring the project shall be paid by the Owner as extra work.

Owner shall obtain and pay for insurance against injury to Owner's own employees, independent contractors and persons under Owner's direction and persons on the job site at Owner's invitation.

10. **LIMITATIONS.** No action of any character arising from or related to this Contract, or the performance thereof shall be commenced by either party against the other more than two years after completion of the project or cessation of work under this Contract.

11. **ATTORNEY FEES.** In the event there is any litigation or arbitration arising out of this Contract, the prevailing party shall be entitled to its reasonable attorney fees and costs. Both parties waive any and all rights to a jury trial.

12. **PAYMENT.** Full payment is due upon completion of project. If full payment is not made promptly, interest will accrue on the unpaid balance of the Contract at 10% per annum from the date such payment was due. Upon final payment being made for the entirety of the work performed hereunder, the Contractor shall, upon request, furnish a full and unconditional release from any claim or lien for the work for which payment has been made.

13. **ASBESTOS AND HAZARDOUS WASTE.** Unless the Contract specifically calls for the removal, disturbance, or transportation of asbestos, lead, mold or other hazardous substances, the parties acknowledge that such work requires special procedure, precautions, and/or licenses. Therefore, unless the Contract specifically calls for same, if Contractor knowingly encounters such substances, Contractor shall immediately stop work and Owner shall obtain a duly qualified asbestos, lead, mold, and/or hazardous material contractor to perform the work, or the Contractor may perform the work at Contractor's option. Such additional work shall be treated as extra work under the Contract.

14. NOTICE TO OWNER PURSUANT TO MISSOURI LAW: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.