



# ANCHOR PAINTING COMPANY

QUALITY THAT WEATHERS THE STORM

**ANCHORPAINTING.COM**  
**274 E. Eau Gallie Blvd., Suite 342**  
**Indian Harbour Beach, FL 32937-4874**

July 26, 2019  
CONTRACT AGREEMENT

THIS AGREEMENT, submitted between Anchor Painting, Inc., hereinafter called the Contractor, and Summer Place Condominium Association of Brevard, Inc., hereinafter called the Owner, agree as follows:

The Contractor shall furnish materials, equipment, and labor, as well as perform the work in a workmanlike manner on the following described property to wit:

**Summer Place Condominium**  
**2465 N. Courtenay Parkway**  
**Merritt Island, FL 32953**

## **SCOPE OF PROJECT**

The chemical treatment and pressure cleaning of surfaces to be painted, sealant application, patching of cracks, and coating application to previously painted A.) exterior building and poolhouse walls, both sides of wood privacy fence at poolhouse, overhang ceilings, columns, beams, both sides of racquetball court walls, stairway walls, ceilings, stair sides, risers, undersides, stair railings, soffit, fascia, drip edge, exterior sides of one hundred fifty five (155) unit entry, utility, and poolhouse doors and jambs and one (1) garage roll up door, and if selected, B.) balcony walls and ceilings (access must be granted), C.) pool deck and coping with Sherwin Williams recommended products or other manufacturer's equivalent.

Excluded areas: options unless selected, balcony and all other floors, pavers, bricks, roof, other railings, sidewalks, curbing, car stops, parking lot, other fences, gates, gutters, downspouts, mail kiosk, dumpster enclosure, hurricane shutters including boxes, end caps, guides, rails, and shutters, light fixtures, lamp posts, fire equipment, playground, factory finishes, window and slider frames and screens, window glazing, screen doors and tubing, signage, numbers, interior surfaces, or any other areas not specified above. Contractor will gladly provide a quote for the excluded areas, upon request.

## SCOPE OF WORK

### I. General Surface Preparation

1. Exterior surfaces to be painted shall be thoroughly pressure cleaned with a minimum of 3000 PSI using a 25-degree angle to completely remove dirt, loose flaking paint, and chalking oxidized paint. Mold and mildew will be chemically treated with a 1:1 solution of Chlorine and water. Special care will be taken to insure personal property is not damaged by water. Walkways and outside areas will be cleaned of paint chips and debris. Contractor will rinse dirt and road debris off of windows as needed, however, water spots may remain. Professional window cleaning services are recommended after completion of project.
2. Exterior surfaces to be caulked shall be raked out, as necessary, to remove loose, deteriorated material, and non-compatible sealant. Surface shall then be dusted and brushed with Xylene to clean any remaining dirt residue and evaporate moisture. Surfaces shall then be sealed with Sherwin Williams 55 year Sealant, as necessary, in the specified areas below:
  - a) Miscellaneous voids such as electrical outlets, faucets, drainage pipes, cables or lighting fixtures.
  - b) Around exterior entrance door casings and window frame to stucco intersections.
  - c) Vertical and horizontal expansion joints and control cracks and around miscellaneous trim bands or raised decorative masonry.
  - d) Supporting and non supporting walls, support extensions, and support columns.

### II. Crack Repairs

Cracks that are smaller than 1/16" shall be patched with Sherwin Williams brush-grade Elastomeric Patching Compound, and then textured to match existing surfaces as much as possible. Cracks greater than 1/16" shall be cut out, filled with the appropriate size backing rod, filled with Sherwin Williams Loxon S-1 Sealant, and then leveled with Sherwin Williams brush-grade Elastomeric Patching Compound.

### III. Stucco Repairs

Delaminated or bubbled stucco surfaces in need of repair shall be stuccoed with three coats of approved sanded mortar mix. Owner shall provide clean, potable water for this work. A wet edge shall be maintained and work shall be performed with clean, professional trowels. Contractor will texture repaired area to match existing surface as closely as possible. Owner is aware that patches may be noticeable as a patch. Limited repair area of twenty five (25) square feet at no charge.

### IV. Wood Repairs

Rotted wood or deteriorated wood trim boards shall be replaced by going seam to seam, using quality fasteners and materials. Nails will be pre-primed with rust inhibitive primer and wood will be replaced only to those portions from joint to joint, at the direction of the Owner's representative. Limited repair area of fifteen (15) linear feet at no charge.

## V. Coating Application

Previously painted A.) exterior building and poolhouse walls, both sides of wood privacy fence at poolhouse, columns, beams, both sides of racquetball court walls, stairway walls, stair sides, risers, undersides, soffit, fascia, drip edge, and if selected, B.) balcony walls (access must be granted) shall receive one (1) coat of Sherwin Williams Loxon Acrylic Conditioner, #A24 Series, followed by **OPTION 1:** one (1) coat of Sherwin Williams SuperPaint 100% Acrylic Exterior Satin, #A89 Series, **OR OPTION 2: upgrade to** one (1) coat of Sherwin Williams Resilience Exterior Acrylic Latex, #K43 Series.

## VI. Ceilings

Previously painted overhang and stairway ceilings, and if selected, B.) balcony ceilings (access must be granted) shall receive **OPTION 1:** one (1) coat of Sherwin Williams SuperPaint 100% Acrylic Exterior Satin, #A89 Series, **OR OPTION 2: upgrade to** one (1) coat of Sherwin Williams Resilience Exterior Acrylic Latex, #K43 Series.

## VII. Stair railings, Doors and Jambs, Garage Door

Previously painted A.) stair railings, exterior sides of one hundred fifty five (155) unit entry, utility, and poolhouse doors and jambs and one (1) garage roll up door to be painted shall first receive minor grinding or hand sanding to remove dust, dirt residue, or greasy film then solvent cleaned with either Denatured Alcohol or Cleaner/Degreaser. Bare, peeling or lightly rusted areas shall be primed with Sherwin Williams Pro Industrial Metal Primer, #B66 Series, followed by **OPTION 1:** one (1) coat of Sherwin Williams Pro Industrial DTM Semi-Gloss Coating, #B66 Series, **OR OPTION 2: upgrade to** two (2) coats of Sherwin Williams Pro Industrial DTM Semi-Gloss Coating, #B66 Series. Heavily rusted areas shall be primed with Sherwin Williams Kem Kromik Universal Metal Primer, #B50 Series, instead of #B66 Primer.

## VIII. Optional Pool Deck and Coping

If selected, previously painted C.) pool deck and coping to be painted shall have bare and peeled areas primed with Sherwin Williams Tuf-Top PSC Primer, followed by **OPTION 1:** one (1) coat of Sherwin Williams Tuf-Top Dura Plate Acrylic Latex Stain, #289 Series, with non-skid additive, **OR OPTION 2: upgrade to** two (2) coats of Sherwin Williams Tuf-Top Dura Plate Acrylic Latex Stain, #289 Series, with non-skid additive.

*Surfaces to be painted shall be applied with adequate pressure by skilled journeymen and with only the finest quality products.*

## **MATERIALS, EQUIPMENT AND LABOR**

1. Contractor shall furnish materials, equipment, labor, tools, and/or other structure and supervision required for the cartage, unloading, storage, surface preparation, application, and cleanup of the associated products covered in this specification.

2. As much as possible, Contractor will have the same Foreman and crew on the job and not relocate them for the duration of the project. Contractor cannot be responsible if unforeseen conditions arise.

## **SPECIAL CONDITIONS**

1. Owner and Contractor will agree on any changes in the specifications before the work commences.
2. This contract may only be modified if Owner and Contractor sign a subsequently written Agreement that sets forth any changes. If there are any work modifications, the resulting cost or credit will be included in that Agreement.
3. Areas, grounds, windows, parking areas, etc. will be left clean of paint splattering and drippings. Plants, shrubbery and trees will be protected as much as possible. Contractor will use reasonable care to protect the work area.
4. Contractor shall provide covering or protection around scaffolding or other equipment used in this work. In addition to daily clean up, Contractor shall be responsible for storing materials and equipment.
5. Contractor shall not be liable for damage to parked vehicles or property under or near designated work areas, screens that are not removed, minor pitting or scratching of glass, or settling of dust on property near designated work areas.
6. Owner agrees to remove all personal property from entranceways and other work areas and trim all foliage clinging to or obstructing the work areas. Owner shall provide a water and electricity source. Owner permits Contractor to advertise and publish this work including images of all structures, both during and after the project.
7. Provisions shall be made to protect the Owner's property and property of residents from damage by notice distribution and safe working techniques. Residents and guests will be thoroughly guarded against hazard or injury by making full use of clearly marked signs and barricades. Any property damaged as a result of this work shall be restored or repaired by the Contractor, at his expense.
8. Owner's representative shall communicate directly with Contractor or his designated supervisor, and vice versa. If there are verbal and/or written disputes or conflicts, this contract shall prevail over any other verbiage, specifications, addenda and documentation, and shall be the sole governing document for this work.
9. Contractor cannot guarantee coverage until color selections are made and samples are applied (tests can be made prior to starting to determine coverage once color selection is finalized). For non-drastic color changes, one (1) coat primer sealer followed by one (1) finish coat may cover adequately. Drastic color changes may require two (2) finish coats, which would result in an additional fee for labor and materials.

10. Color changes that require additional coats to cover shall incur an additional fee for added labor and materials. Contractor may apply a sample, once the color is selected, upon Owner's request, to assist the Owner in determining number of coats desired. This contract is limited to three color choices, more of which may incur additional fees. Owner shall arrange for and obtain, at Owner's expense, any color permits or approvals required by local or state authorities prior to scheduling.
11. Contractor shall in no way be liable for damages, due to the normal course of work, such as water intrusion around leaky windows during pressure cleaning, concealed conditions, latent peeling, concrete repairs, etc. Contractor will perform work on specific, obvious repair areas according to the preceding scope, but will in no way be liable for any latent, unforeseen damage or work beyond what is described above. Carpentry, concrete and drywall repairs shall incur extra fees, unless specified otherwise.
12. Previous soundly bonded materials that remain intact, materials not removed by the pressure washing, scraping, and/or sanding process, shall be considered soundly bonded. Bare, peeling, chalky or dirty areas will receive surface conditioning primer, but it may be determined by Contractor to be unnecessary in some cases, at his own discretion, if the surface is free of these characteristics.
13. Contractor shall in no way be liable for damages, due to the normal course of work, to items that are already compromised by rust or age that can easily be damaged when lightly bumped or handled, as is required to do the work. Contractor shall in no way be responsible for replacing or repairing damaged items, including but not limited to, brittle screens, dry rotted plastic, cracked light covers, rusted handrail brackets, etc.
14. Contractor shall not be obligated to perform work on any inaccessible areas, walking surfaces such as sidewalks, interior surfaces such as closets, hallways, stairwells, or enclosures of any kind, or upon finished surfaces such as windows, light fixtures, stainless steel, etc., unless otherwise noted.
15. On surfaces that are peeled or rusted, it is assumed the peeled edges may still be visible after priming and painting, unless specifically stated otherwise. Contractor will prepare surfaces by lightly sanding and scraping for optimum adhesion but Owner must be aware the Contractor will be painting over previous layers of coating. Stripping surfaces to bare, if available, may be quoted upon request.
16. Should repairs become evident, Contractor has the means by which to provide this service. Contractor will gladly provide a bid for any such repairs.
17. Contractor shall dig a four (4) inch trench below ground level around surfaces to be painted, where applicable.
18. Contractor has projected a sequence of work, staging and method of application in order to expedite the project. Owner shall not change or specify the sequence of work, staging or application method, unless agreed upon prior to contract signing as changes may incur additional fees.

19. By signatures below, this constitutes the entire agreement between the parties.

## **INSURANCE, PERMITS, AND FEES**

1. Contractor shall comply with city, state, and county licensing requirements. Price does not include permits or engineering fees, if structural damage is to be repaired.
2. Contractor shall submit statements of General Liability and Workers Compensation Coverage, upon request, and agrees to keep said insurance in force for the duration of this project.

## **ANCHOR WARRANTY & ANNUAL MAINTENANCE PROGRAM**

1. For a period of **OPTION 1** eight (8) years **OR** **OPTION 2** twelve (12) years Anchor Painting, Inc. shall warrant that there will be no peeling or blistering, due to inferior workmanship, in specified painted stucco surfaces outlined in this contract.

2. **Anchor Painting, Inc. Annual Inspection & Annual Maintenance Program:**

Anchor Painting, Inc. shall inspect stucco surfaces every year, upon request, for the duration of the warranty period and provide to the Owner an annual written report, upon request, if any defects are observed and what corrective measures were taken.

3. This warranty does not cover, including but not limited to: standing water due to improper drainage or other means, leaks in roof, dynamic movement in the structure, new cracks that were not treated due to further structural settling, alterations of the existing structure by adding on or removing a portion, altering the use of the structure, vandalism, Acts of God, hurricanes, corrosion, floods, oxidation, rust, fading, abuse, negligence, deterioration of the surface caused by defects in the substrate or previous coatings, failure to maintain products as per the maintenance requirements, latent concealed conditions, faulty workmanship and materials of other manufacturers, contractors past or present, consequential damage, or any causes other than defective materials or inferior workmanship.
4. Remedy in the event that stucco peeling or blistering occurs, Contractor will rectify the problem area at no labor or material cost to the Owner.
5. Warranty document will be provided at the completion of the project and once final payment has been received. The warranty document must be fully executed in order to be valid. A sample document is available for review, upon request.

## **SUPPLEMENTAL CONSIDERATIONS OF PRODUCT LONGEVITY**

Contractor recommends selecting Sherwin Williams Resilience Exterior Acrylic Latex, #K43 Series, because the product is superbly resistant to blistering, peeling and crack penetration. Few other surface coatings on the market protect as well against wind-driven rain, alkali and efflorescence. Resilience also demonstrates exceptional flexibility, durability, fade resistance, and eliminates the need for frequent repaints.

Resilience also costs less annually, and what the Contractor recommends. Painting using **OPTION 1: SuperPaint, #A89 Series**, would cost: (\$ 130,980 / 8 years = \$ 16,373 / per year), compared to painting using **OPTION 2: Resilience, #K43 Series**, which would cost: (\$ 154,330 / 12 years = \$ 12,861 / per year), saving \$ 3,512.00 per year.

## CONTRACT PRICE

1. Work is guaranteed to be completed as specified, the scope of work to be performed in accordance with the specifications written above and completed in a substantial, workmanlike manner for the following sum:

<b>Pricing - OPTION 1</b>	<b>Total</b>	<b>Initial</b>
A.) Exterior building and poolhouse walls, both sides of racquetball court walls, and stairway walls <b>one (1) coat SW SuperPaint 8 year warranty</b>		
Both sides of wood privacy fence at poolhouse, overhang ceilings, columns, beams, stairway ceilings, stair sides, risers, undersides, soffit, fascia, and drip edge	<b>**included</b>	
Stair railings, exterior sides of one hundred fifty five (155) unit entry, utility, and poolhouse doors and jambs and one (1) garage roll up door <b>one (1) coat DTM</b>	<b>**included</b>	
<b>**INCLUDED WITH "OPTION A"</b>		

**\*\*\*\*\*OR\*\*\*\*\***

<b>Pricing - OPTION 2</b>	<b>Total</b>	<b>Initial</b>
A.) Exterior building and poolhouse walls, both sides of racquetball court walls, and stairway walls <b>one (1) coat SW Resilience 12 year warranty</b>		
Both sides of wood privacy fence at poolhouse, overhang ceilings, columns, beams, stairway ceilings, stair sides, risers, undersides, soffit, fascia, and drip edge	<b>**included</b>	
Stair railings, exterior sides of one hundred fifty five (155) unit entry, utility, and poolhouse doors and jambs and one (1) garage roll up door <b>two (2) coats DTM</b>	<b>**included</b>	
<b>**INCLUDED WITH "OPTION A"</b>		

**\*\*\*\*\*AND IF SELECTED\*\*\*\*\***

<b>Options - OPTION 1</b>	<b>Total</b>	<b>Initial</b>
B.) Balcony walls and ceilings (access must be granted) <b>one (1) coat SW SuperPaint 8 year warranty</b>		
C.) Pool deck and coping <b>one (1) coat Tuf-Top</b>		

**\*\*\*\*\*OR\*\*\*\*\***

<b>Options - OPTION 2</b>	<b>Total</b>	<b>Initial</b>
B.) Balcony walls and ceilings (access must be granted) <b>one (1) coat SW Resilience 12 year warranty</b>		
C.) Pool deck and coping <b>two (2) coats Tuf-Top</b>		

**NOTE:** Contractor will mobilize up to six (6) times to complete the work above with no additional mobilization fees.

Contractor offers a \$4,000.00 discount off Resilience  
or a \$2,000.00 discount off Superpaint to the Option A prices above  
if contract is signed and received by August 15, 2019.

2. All payments are to be made directly to Anchor Painting, Inc. Periodic progress payments to be made are for both materials stored on the site and work in progress. Five percent (5%) of the contract amount is due upon contract approval and ten percent (10%) of the contract amount is due upon the first day of commencement. Subsequent invoices shall be submitted based upon progress of the job. Payments must be received within ten (10) days after Invoices are submitted to Owner. Interest will be charged for delinquent payments at a one and one-half percent (1.5%) per month rate until full payment is received. Contractor and Owner shall walk the property together at the end of the project to compile a final touch up list. Owner shall release ten percent (10%) retention no later than ten (10) working days after the completion of the work identified in the final touch up list.
3. The total contract price is effective as of the above date and shall remain so for a period of thirty (30) days, after such time the price is subject to change.

IN WITNESS WHEREOF, we have executed this Agreement the \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Anchor Painting, Inc.

Owner

\_\_\_\_\_  
Ryan Bonner, CEO

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Ryan Bonner  
Print Name

\_\_\_\_\_  
Print Name

Note: Verify all contractor status by calling Brevard County Licensing and Enforcement 321-633-2058. Protect the Association by having your contractor submit a certification of insurance showing General Liability and Workers' Compensation coverage prior to signing.