

CONSTRUCTION SERVICES BUDGET
REVISION 3 PROPOSAL

Date: 02/28/2025

Project Name: Bermuda Greens Clubhouse

Client: Bermuda Greens Condominium Association
13136 Castle Harbour Dr
Naples FL 34110
Suegiese@gmail.com
908-334-4726

WORK SUMMARY

Provide licensed Certified General Contracting services for the Bermuda Clubhouse at Imperial Golf Course. Scope of work to consist of the following construction services:

Clubhouse Remodel
Additional Plumbing Fixtures

EXHIBITS

- A** Scope of Work, Qualification, Exclusions
- B** Budget, Pay Terms and Commencement
- C** The Superior Difference
- D** Owner Supplied Materials
- E** Materials Variation Acceptance
- F** Supplemental Terms and Conditions
- G** General Terms and Conditions

EXHIBIT A: GENERAL SCOPE OF WORK & QUALIFICATIONS

SCOPE OF CONSTRUCTION SERVICES

Preconstruction & General Conditions

1. Coordinate design, selections, schedule, and lead item ordering to ensure successful project
2. Provide active Certified General Contractor licensing with qualified project management and construction supervision
3. Provide general liability, workers compensation insurance coverage
4. Includes design and preconstruction planning
5. Includes interior design coordinator for help with overall design and selections

Construction Scope

The following scopes of work include all required protection, demolition complete with off-site disposal, ongoing supervision and coordination, and regular cleaning:

Clubhouse Remodel

Main Area

1. Demo storage area countertop and box, cut down high storage area in the back, wallpaper, and baseboards throughout main areas and office
2. Demo all floor tile using "dust-free" process
3. Remove storage area upper cabinets and set aside for reinstallation
4. Infill TV media box in prep for wallpaper
5. Repair any drywall as needed from wallpaper removal
6. Patch drywall cracks on the ceiling
7. Install porcelain tile throughout main areas and office
8. Install new baseboards throughout main areas and office
9. Install new sound insulating wallpaper above wainscotting and in the raised ceiling area
10. Install new countertop on table storage cabinets
11. Reinstall existing upper cabinets. Supply and install additional row of upper cabinets on top, install new cabinet hardware
12. Paint wainscotting, ceilings, and trim with two coats latex paint throughout main areas and office
13. Cleaning

Kitchen

1. Remove range, demo partial kitchen wall to align with exiting front of countertop, countertops, sink, and faucet
2. Construct a platform and frame for new wall oven, install new toe kick
3. Install new granite countertops
4. Install new sink and faucet
5. Install new undercounter oven
6. Cleaning

Bathrooms

1. Remove countertops, sinks, and faucets
2. Demo floor tile in bathrooms and hallways between bathrooms
3. Replace electrical switches with new versions
4. Install new floor tile in bathrooms and hallways between bathrooms
5. Install new toe kick to vanities
6. Install new granite countertops
7. Install new sinks, faucets, and soap dispensers
8. Paint walls, ceilings, trim, stalls, and doors with two coats latex paint
9. Cleaning

Additional Plumbing Fixtures

1. Remove 3 toilets, 1 urinal, and 2 single wash basins
2. Install 3 toilets, 1 urinal, and 2 single wash basins

QUALIFICATIONS

1. Proposal is based on one mobilization for the work. Delays due to client or client-related actions may incur demobilization and remobilization fee.
2. Contractor to be reimbursed for costs due to owner changes affecting scope and/or schedule
3. Contractor takes full responsibility for the ordering, care and installation of any new materials, fixtures or items that the Contractor supplies. For owner supplied items, Contractor is often not involved in the removal and storage of such items as these are done prior to the commencement of our work. Although we will take care and precaution when handling these materials, the Contractor is not responsible for any damage to any owner-supplied items, fixtures and materials. This includes, but is not limited to, granite vanity and counter tops, mirrors, glass, medicine cabinets, chandeliers, and lights.
4. No warranty or service to be provided for "owner supplied" fixtures or materials. In the event that a fixture or item to be reused does not work or is missing the necessary parts for installation, the client is responsible for the time and material costs associated with the repair and/or replacement.
5. In the event that existing counter tops or other surfaces are to be removed and/or reinstalled, Contractor does not warrant or guarantee against breakage. Although care will be taken, any cost associated with replacing or repairing damaged surfaces will be the responsibility of the client.
6. If moisture or mold is found during demo, especially under existing wallpaper, construction may have to stop to get a mold remediation company in. Superior Construction is not licensed to do mold remediation. Any repairs after mold remediation are not included in the budget
7. Superior Construction is assuming appropriate outlet is installed behind existing range that will appropriately power new oven. If changes are required, costs may have to be added.

FURNISHED BY OWNER

1. Use of water and electric on site for construction activities

EXCLUSIONS

1. Unforeseen conditions on existing structures
2. Any work not specifically listed in SCOPE
3. Garbage disposal
4. Kitchen or bathroom cabinetry
5. Permit

MATERIAL ALLOWANCES

The following is a list of supplied materials included in budget

Tile – 1300 SF, \$5/SF	\$6,500
Bathroom Floor Tile – 350 SF, \$5/SF	\$1,750
Wallpaper – 1,300 SF, \$3/SF	\$3,900
Kitchen Countertops - 82 SF, \$60/SF	\$4,920
Kitchen Oven	\$1,200
Kitchen Sink	\$250
Kitchen Faucet	\$300
Bathroom Countertops - 16 SF, \$60/SF	\$960
Bathroom Sinks (4) \$75/EA	\$300
Bathroom Faucets (4) \$250/EA	\$1,000
Bath Soap Dispensers (4) \$75/EA	\$300
Bathroom Toilets (3)	\$350/EA
Bathroom Urinal	\$350
Bathroom Wash Basin (2)	\$250/EA
Bathroom Light Fixtures (2)	\$300/EA
Storage Area Countertops - 24 SF, \$60/SF	\$1,440

Plumbing Subcontractor Allowance \$3,500

Allowance values include all taxes, shipping and handling, and waste.

EXHIBIT B: BUDGET, TERMS, AND COMMENCEMENT

Main Area	\$57,348
Kitchen	\$13,595
Bathrooms	\$18,871
Additional Plumbing Work	\$5,311
TOTAL \$95,125	

Payment Schedule and Terms

Initial payment of \$29,000 to start with design, preconstruction services, and nonrefundable deposits on cabinets, countertops, tile, wallpaper, and plumbing fixtures.

Once construction commences, there will be biweekly draws – invoice to be submitted to the owner the first Friday for work completed plus key lead item deposits. Final billing will be 5% of proposal, up to \$7,500 due upon significant completion of final punch out.

All invoices for services are due on the date rendered. Statements and invoices not paid within five (5) days are subject to finance charges of 1.5% per month. Client further understands that he/she is responsible for any legal and/or collection costs arising out of this contract. Upon final payment for the project within the terms of the agreement, SCG provides a one year labor warranty on all workmanship starting on the date of substantial completion. Terms of material and equipment warranties are expressly provided by the manufacturer of said material or equipment. It is normal for there to be minor punch out and small corrective work at the end of a project. These natural conditions do not warrant withholding final payment and non-payment can nullify the workmanship warranty offered. **I understand and agree to these payment terms** _____

Project Schedule

Spring 2025

This proposal is valid for 15 days.

ACCEPTANCE

The Client has reviewed this entire agreement which includes Exhibits A-F and understands that this agreement is a legally binding contract under which the Client has authorization and instructed Superior Construction Group, LLC, named SCG herein to perform all work connected with the Scope of this project. No modification of this agreement will be valid except by separate agreement that has the signature of representatives of the SCG and Client. The Client expressly represents that he/she has full authority to execute this document and acknowledges that the SCG have expressly relied upon this material representation.

Client: _____

Superior Construction Group, LLC

Date: _____

 Rorie Wilson

EXHIBIT C: THE SUPERIOR DIFFERENCE

QUALIFIED

Highest level of construction licensing in the State of Florida. **CGC 1530809** - Active Certified General Contractor in Good Standing

Performing building construction services in Southwest Florida since 2001.

Key team members average 20 years construction experience

SAFE AND SECURE

We are Insured, therefore so are you!

\$2,000,000 aggregate general liability protection

\$500,000 workers compensation claim protection

Our crews are trained in safe construction practices. We work safely and dress appropriately

PROFESSIONAL AND RELIABLE

We are locally owned and operated.

We self-perform the work with skilled, in-house, craftsmen.

When third-party trades or specialists are required on your project, we only bring in proven, licensed subcontractors

Every project has a dedicated project manager and superintendent. You get the attention, care and communication you deserve

EXHIBIT D: DISCLAIMER OF RESPONSIBILITY FOR OWNER-SUPPLIED MATERIALS

As a professional remodeling contractor, Superior Construction Group (SCG) accepts full responsibility and liability for all materials and labor that we supply. Naturally, we cannot do this for materials that you choose to supply.

In order to eliminate any potential misunderstandings, please be aware of the following obligations you assume when you choose to have us work with owner-supplied materials:

1. As the supplier of materials, you must assume full responsibility and liability for ordering correctly and on time, and for receiving and inspecting all of your materials. At the job site, you will also be responsible for moving your materials to the room in which they are to be installed.
2. In the event of missing or damaged parts, the wrong material being ordered or delivered, or any other problem concerning your supplied materials and products, you must assume full responsibility and liability for returning and exchanging them, as well as negotiating the terms of resolution with the seller.
3. As the supplier of materials, you must assume full responsibility and liability for assuring that the products meet all applicable codes and ordinances.
4. As the supplier of materials, you must assume full responsibility and liability for assuring that all materials, including all "rough-in" items placed inside of walls in the early stages of the job, will be present at the job site and in good working order prior to the start of the project.
5. You must understand that missing or broken pieces or wrong materials may alter our work schedule and may result in additional time charges to you at regular hourly rates.
6. As the supplier of materials, you must assume full responsibility and liability for all guarantees and warranties pertaining to these materials. You shall hold the contractor harmless for any product or system malfunctions related to defective products purchase from other sources.
7. You must understand that the above conditions do not encompass all possible circumstances that could delay work or result in additional job costs stemming from owner-supplied materials.
8. If you prefer to have SCG, accept full responsibility for the materials on your project, we will be happy to provide any and all items necessary to complete your project. You must understand that some special order items may have a longer delivery time. In order to be able to complete your project in a timely manner, we will not start your project until all special order items have been received and inspected for correct size, style, and damage. This means that your originally scheduled start date may be postponed until these items are received.

**EXHIBIT E: DISCLAIMER OF OWNER ACKNOWLEDGEMENT FOR MATERIAL VARIATION
ACCEPTANCE -COLOR, SHAPE, PATTERN**

Glaze Color variation is a desired and inherent characteristic of handcrafted ceramic products. Knowing that it is such variation that gives this handmade tile its unique nature, it is important to be aware of the somewhat unpredictable nature of the outcome of glazes. It is extremely critical that it be understood that while the tile samples received or seen in our showroom, show a good representation of glaze range; however, may not be an exact match to the tiles in the final order. Any order accepted by us is on the condition that such variation, due to the reasons listed above, between the final order and the samples are considered acceptable.

Handmade tiles and moldings are unique from piece to piece with differences in size, shape, thickness, and surface appearance; offering its special appeal.

Ceramic, Porcelain, and Terrazzo variations in shades and sizes are inherent in all ceramic, porcelain, and terrazzo.

Terra Cotta, Quarry, and other unglazed tiles may exhibit flashing, areas that randomly appear darker or lighter than others as a result of the reaction of oxides in the clay to extreme heat in the firing process. Terra Cotta colors may range from rusty red to pink, pale yellow, and even gray. Quarry tile made from shale and clay may range from white, brown, red, and gray.

Cement tiles (pattern and solid) are handmade with variations such as thickness, shading, irregular edges, and slight imperfections. These characteristics add to the natural appeal and do not compromise the performance of the tile. "Markings" in the tile are characteristic of the manufacturing process and can vary from batch to batch.

Marble and Natural Stone, and stone mosaics are a product of nature. It is not possible to guarantee that all color and markings of a larger marble deposit will be present in every sample piece. Not every characteristic of the sample will be uniformly present in other samples. A sample, therefore, serves only to indicate, in a general manner, the color, markings, and texture usually found in a variety of species of marble and natural stone. Consequently, as a result of the marble's characteristics and unique appearance, no two installations, even in the same shipment will ever be identical. Stone will vary from piece to piece. Differences in tonality, broken edges, fissures, cavities, pitting and other imperfections are characteristics of the material and industry processing and not subject to challenge.

Gem and Shell are a product of nature and may vary in a similar way to that of the natural stone. Suitable for walls and light traffic. However, crackled shells are for walls only.

River pebbles and other stones are a product of nature and will vary in thickness and size, not only from sheet to sheet, but from pebble to pebble within sheet.

Glass Mosaics and Painted Back Glass Tile Differences in tonality, broken edges, fissures, pitting and other smoothness imperfections are characteristics of the material and the industrial processing. Therefore, shading will occur from size to size and chip to chip even if ordered out of the same lot, the different sizes may be characterized by different shades. It is normal for there to be inconsistent look on the tiles and the glass can appear irregular and unfinished. We encourage use of other products. The presence of such irregularities is normal and not subject to challenge.

EXHIBIT F: TERMS AND CONDITIONS

The parties expressly agree and stipulate that this agreement was mutually drafted and shall not be construed for or against either party. In the event any condition, covenant, or other provision herein contained is held to be invalid or void, the same shall be deemed severable from the remainder of the Agreement and shall in no way effect the enforceability of the remaining terms and conditions of the document.

The parties agree that the laws of the State of Florida govern the enforcement of this agreement. The exclusive venue for enforcement of this agreement shall be Lee County, Florida.

Client is liable for any costs and expenses incurred by SCG in connection with the collection, performance and/or enforcement of this agreement, including, but not limited to attorney's fees, costs, expert fees or judgements, whether litigation is filed or not. In the event that the Client breaches this agreement the Client understands that the Client shall be obligated and immediately responsible to pay, in liquidated damages, any and all amounts expended by the SCG in reliance upon and furtherance of the performance of this agreement PLUS all profits lost by the Companies had they completed the work contemplated by the Agreement.

Should the scope of work be required as a result of an insurance claim by the Client, the Client expressly acknowledges, agrees, and understands that the Client is responsible to pay any and all amounts regardless of payment made by an insurance company. The Client completely understands and agrees that SCG is in direct privity with the Client, is working solely and exclusively for the Client and not for or with the Client's insurance company. Therefore, it is understood that the Client is ultimately responsible to SCG for payment of all services rendered by SCG and for any invoices or statements for services. The Client authorizes SCG to supply information regarding this claim to the Client's insurance company and to make a full report of all work done. The Client understands that SCG provides an Estimate for the work and will discuss or explain the bid for rebuild or repair of the covered property as part of the carrying out of the Work, but will not negotiate or be involved in a settlement of a claim on behalf of the Client.

All invoices for services are due on the date rendered. Statements and invoices not paid within five (5) days are subject to finance charges of 1.5% per month. Client further understands that he/she is responsible for any legal and/or collection costs arising out of this contract. Upon final payment for the project within the terms of the agreement, SCG provides a one year labor warranty on all workmanship starting on the date of substantial completion. Terms of material and equipment warranties are expressly provided by the manufacturer of said material or equipment. It is normal for there to be minor punch out and small corrective work at the end of a project. These natural conditions do not warrant withholding final payment and can nullify the workmanship warranty offered.

Acceptance of any partial performance by the Companies in regard to any matter, condition, or covenant of this Agreement, including partial payment shall in no way constitute a waiver by SCG or their right to seek additional remedies for the enforcement of the terms of this Agreement nor shall it constitute a course of conduct between the parties. If complete payment is not made, both parties agree and understand that this contract serves as a Notice To Owner. The parties acknowledge and agree that time is of the essence in regard to all terms, conditions, and covenants of this agreement and that all terms hereof are not mere recitals but rather constitute material consideration by SCG in agreeing to perform the services for the Client to contract for and accept the services contemplated by this Agreement. The person ordering the work and signing this agreement is responsible for payment according to the provision set forth herein. If the services cannot be completed through no fault of SCG the Client understands and agrees that he/she/they/it will remain liable to pay SCG for any and all costs expended by it including all overhead and lost profits. The Client understands that this agreement cannot be waived or modified in any way form this signed authorization whether verbally or in writing and that this agreement constitutes the full agreement between the parties and the client has not relied upon and may not rely upon any oral representations made prior to or contemporaneously with the execution of this contract.

EXHIBIT G: GENERAL TERMS AND CONDITIONS (CONTINUED)

UPDATED 2-10-2025 – TEMPORARY CONDITIONS

PROJECT SCHEDULE, DELAYS, AND PRICE FLUCTUATIONS

Potential new tariffs on imported materials are expected to impact the availability and pricing of construction materials. Superior Construction Group remains fully committed to taking necessary steps to minimize the impact on our current and future projects; however, we acknowledge that should the tariffs be implemented, increases in pricing and lead times of certain materials are beyond our control. Any tariff-related price changes that occur after the date of this agreement will be passed on to the client at our cost.

ADDENDUM TO CONTRACT

This Addendum (“Addendum”) is made and entered into this ___ day of April, 2025 by Bermuda Greens Condominium Association, Inc., a Florida not-for-profit corporation having a mailing address of c/o 13136 Castle Harbour Drive, Naples, Florida 34110 (hereinafter referred to as “Association”) and Superior Construction Group, LLC, a Florida limited liability company, located at 6421-2 Metro Plantation Road, Ft. Myers, Florida 33966 (hereinafter referred to as “Contractor”).

This Addendum modifies that certain Construction Services Budget Revision 3 Proposal between the Association and the Contractor dated February 28, 2025 (“Contract”) for work to be performed on the Association’s Clubhouse (the “Work”). The purpose of this Addendum is to amend and supplement portions of the Contract, as described hereafter. In the event of any conflict between the terms of the Contract (prior to amendment hereby) and the terms hereof, the terms of this Addendum shall control. This Addendum shall be considered a part of the Contract. The rights stated in this Addendum and elsewhere in the Contract are cumulative and not in limitation of any rights of the Association (i) granted in the Contract, (ii) at law, or (iii) in equity.

Accordingly, notwithstanding anything to the contrary contained in the Contract, the following shall be added to and modify the terms of the Contract and supersede and supplement any other provisions of the Contract as necessary to carry out the intent thereof:

1. Time for Performance. Subject to a signed contract and paid deposit by April 15, 2025, the Work is planned to begin by June 2, 2025 and the contractor shall use best efforts be completed by July 30, 2025. However, the Contractor shall not be liable for significant changes in the scope of the Work initiated by request from the Association’s Board of Directors or acts of God or other conditions beyond the control of the parties.

2. Association’s Right to Stop or Suspend Work. If a dangerous condition exists, the Work is defective, or the Contractor fails to supply sufficient skilled workmen or suitable materials or equipment, or if the Contractor fails to make prompt payments to subcontractors or suppliers for labor, materials, or equipment, the Association may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The Association’s rights to perform work, correct deficiencies, or occupy the project site shall be at the sole option of the Association.

3. Labor. The Contractor will provide competent, qualified, and skilled labor in the respective field of Work. The Contractor will at all times maintain good discipline and ensure an environment that refrains from the public use of profanity and the use of drugs and alcohol. The Contractor shall also use best efforts to minimize the likelihood of any strike, work stoppage, or other labor disturbance. The Association shall have the right to demand removal of any worker whose actions are in violation of this section, in Association’s sole discretion.

4. Clean Up. The Contractor will keep the Work premises and adjoining premises free from accumulations of waste materials, rubbish and other debris resulting from the Work, and at the completion of the Work, shall remove all waste materials, rubbish, and debris from and about the premises as well as all tools, construction equipment, and machinery and surplus materials, and

will leave the site clean. If after three (3) days' written notice by the Association to Contractor, the Contractor has not diligently proceeded with the clean-up, then the Association has the right to proceed with the clean-up work at Contractor's expense.

5. Warranties. The Contractor warrants to the Association that all Work will be of good quality, free from faults and defects and in conformance with the Contract. All Work not conforming to these standards may be considered defective. Further, the Contractor expressly warrants and guarantees all Work and will facilitate manufacturing warranties for materials provided under this Contract to be fit for the purposes intended and it hereby agrees that any flaws or deficiencies in either Work or material shall be corrected and/or replaced and restored to first class working order at no cost to the Association for the period of one (1) year from completion pursuant to the Contractor's Warranty set forth in the Contract. In the event of Contractor's refusal to so restore same as aforesaid, the Association may do said Work and/or secure additional material after seven (7) days written notice to the Contractor, and the Contractor shall reimburse the Association for such sum.

The Contractor agrees to comply with all requirements of each producer or supplier of materials and will ensure that any inspections or other requirements of a producer or supplier for a warranty of the materials takes place, or alternatively will assume responsibility for any such warranty that might otherwise have been provided.

The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons and protection of property, including Requirements of the Occupational Safety and Health Act (OSHA). Where requirements of federal, state or local law or regulations are in conflict, Contractor shall comply with the most stringent or demanding provision. Contractor and Subcontractors working for Contractor shall comply with state, federal and local law when discharging their responsibilities under this Contract. All Work done under this Contract will meet requirements of state and federal law, ordinances, regulations and codes adopted pursuant to law.

6. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Association and its directors, officers, members, agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In any and all claims against the Association or any of its directors, officers, members, agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7. Liability. It is understood between the parties that the Contractor is an independent contractor, and the Association assumes no liability for any injury to the Contractor or the Contractor's agents, servants, or employees, unless such injury is caused by the Association's sole

negligence. The Contractor is liable for any damage of any kind whatsoever, that is caused in whole or in part by the negligence of the Contractor, its subcontractors, agents, or employees.

8. Insurance. The Contractor agrees to furnish workmen's compensation and general liability insurance, in such amounts as set forth in the Contract. The Contractor agrees to supply the Association with evidence of and keep said insurance policies in full force and effect during the entire course of the Work to be performed. It is the understanding that if any insurance cancellation notice is received by the Contractor, it will immediately notify the Association, and the Contractor agrees to replace said policies promptly. Any insurance policy shall require the insurance company to provide not less than ten (10) days' notice of cancellation. The Contractor agrees that it shall perform no Work under this Contract during such time as said insurance policies are not in full force and effect.

9. Progress Payments and Lien Waivers. The Association shall make bi-weekly progress payments to Contractor less a \$7500 punch list retainage amount. Upon any payment to Contractor, Contractor shall submit simultaneously the originals of a Progress Payment Affidavit and Partial Release of Lien, on forms which are acceptable to Association indicating that all laborers, materialmen, and suppliers have been paid for the work completed. In the event the Association deems it necessary, due to Contractor's failure to promptly pay any undisputed amounts to a materialman, Association shall have the right to make payments to the Contractor by joint check payable to both the Contractor and any materialman.

10. Payment. No final payment shall be due to the Contractor if the Association does not approve of the Work completed under the Contract. If final payment is made by the Association, it shall not operate as an acceptance or waiver by Association of the Contractor's requirement to correct the work that was not in conformance with the Contract. If a dispute arises between the Association and the Contractor with respect to Work performed, the parties shall agree upon and appoint a third-party expert to determine whether or not the Work satisfies this Contract. If the Work satisfies this Contract, the Association shall make the payment due, and if the Work does not satisfy this Contract, the Contractor shall complete all Work to the satisfaction of the Association (and, if applicable, the third-party expert). In the alternative, the Association may exercise such other rights as are provided herein. All costs associated with the retaining of the third-party expert shall be divided equally between the Association and the Contractor.

11. Completion of Work. After completion of the work by Contractor and upon final payment by the Association, a Contractor's Final Payment Affidavit shall be submitted to the Association, on forms which are acceptable to the Association indicating that all laborers, materialmen, and suppliers have been paid for the Work completed. In the event the Association deems it necessary, due to Contractor's failure to promptly pay any undisputed amounts to a materialman, the Association shall have the right to make payments to the Contractor by joint check payable to both the Contractor and any materialman or subcontractor. Contractor shall record a Notice of Commencement prior to the commencement of the Work.

12. Default. The Association may deem the Contractor to be in default under this Contract in the event that the Contractor: (a) does not remedy defective Work or honor its warranty, (b) allows liens to be filed, (c) fails to make payments properly or timely to subcontractors, laborers or materialmen,

(d) files for bankruptcy, insolvency or other proceeding, or makes any assignment for the benefit of creditors, or has such filings made against it, or (e) fails to observe any other obligations set forth in this Contract. In such event of default, the Association shall deliver written notice to the Contractor demanding that the Contractor remedy the default within seven (7) days of such notice. In the event the Contractor does not remedy the default within such period, then the Association may withhold payment, make payment to the subcontractors, laborers, or materialmen, or perform/repair the Work itself, and hold the Contractor liable for any and all costs incurred by the Association.

13. Association's Right to Terminate. If the Contractor is adjudged as bankrupt or insolvent or if it makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the Contractor or for any of its property, or if it files a petition to take advantage of any debtors' act, or to reorganize under the bankruptcy or similar laws, or if it repeatedly fails to supply sufficient skilled workmen or fails to make prompt payments to subcontractors or for labor, materials, or equipment or if it disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if it disregards the authority of the Association or if it otherwise violates any provisions of the Contract, the Association may, without prejudice to any other right or remedy and after giving the Contractor seven (7) days written notice, terminate the services of the Contractor and take possession of the project and of all materials, and finish the Work by whatever method it may deem expedient. In such a case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such costs exceed such unpaid balance, the Contractor will pay the difference to the Association. Such costs incurred by the Association will be incorporated in a Change Order.

Where the Contractor's services have been terminated by the Association, said termination shall not affect any rights of the Association against the Contractor then existing or which may thereafter accrue. Any retention or payment of monies by the Association due to the Contractor will not release the Contractor from liability.

14. Effect of Addendum on Contract. In the event that there is an irreconcilable conflict between this Addendum and the Contract, this Addendum shall control. Unless otherwise modified by this Addendum, the Contract shall remain in full force and effect.

15. Severability. Wherever possible, each provision of this Contract shall be interpreted in a manner as to be effective and valid under applicable law. If, however, any provision of this Contract, or portion thereof, is prohibited by law or found invalid under any law, only such provision or portion thereof shall be ineffective, without in any manner invalidating or affecting the remaining provisions of this Contract or valid portions of such provision, which are hereby deemed severable.

16. Miscellaneous. The Contractor shall give notices and comply with all laws bearing on the Work to be performed under this Contract. The Contractor shall take reasonable safety precautions and shall report to the Association any injury to persons working on the job site within three (3) days thereof. The Contractor shall not interfere with the right of residents and the Association's agents to obtain access to Association property, nor interfere with the Association's employees in the

performance of their work. A list of all Superior employees and Sub Contractors shall be provided to the Association prior to the start of work (to facilitate gate access and control). The provisions, conditions, terms and covenants contained herein shall bind and the benefits and advantages shall inure to the respective successors, assigns, trustees, receivers and personal representatives of the parties hereto. No failure of the Association to exercise any power or right given hereunder or to insist upon strict compliance by the Contractor with any of his obligations hereunder, shall constitute a waiver of the Association's rights to enforce this Contract according to its terms. The provisions of the Contract shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Association and Contractor. Any change, waiver, approval, or consent granted to the Contractor shall be limited to the specific matters stated in the writing signed by the Association and shall not relieve Contractor of any other of the duties and obligations under the Contract. No "constructive" changes shall be allowed.

17. Notices. All Notices pursuant to this Contract shall be sent to the following:

As to the Association:

Bermuda Greens Condominium Association, Inc.
13136 Castle Harbour Drive
Naples, Florida 34110

With a copy to:

Catlett Association Management, LLC
27499 Riverview Center Blvd. Ste. 134
Bonita Springs, FL 34134

As to Contractor:

Superior Construction Group, LLC
6421-2 Metro Plantation Road
Ft. Myers, Florida 33966

[Signature page follows]

IN WITNESS WHEREOF, the parties have set their hands as of the day first above written.

**SUPERIOR CONSTRUCTION GROUP, LLC BERMUDA GREENS CONDOMINIUM
ASSOCIATION, INC.**

Signature
Print Name: Jacquelyn Sutton
Title: Project & Design Manager

Signature
Print Name: Lorrie Beaumont
Title: President _____