

CONTRACT AGREEMENT

Lanai Condominiums Boiler Replacement

This contract is made this 28th day of October 2020 between **Lanai Condominiums** (Owner) and **Apollo Mechanical Contractors** (Contractor).

The Owner and Contractor agree as set forth below:

ARTICLE 1 – THE CONTRACT DOCUMENTS

The contract documents consist of the Contractor's attached proposal (see last page) and this contract.

ARTICLE 2 – THE WORK

The Contractor shall fully complete the work required by the contract documents, and as described in the Contractor's proposal.

ARTICLE 3 – TIME OF COMMENCEMENT AND COMPLETION

The project shall commence as described in the Contractor's proposal under the section "Project Schedule" and shall be complete no later than **11/31/2020**. Time limits stated in the contract are of the essence of the contract. By executing the contract, Contractor confirms that the project schedule is a reasonable period for performing work.

ARTICLE 4 – CONTRACT SUM

The owner shall pay the Contractor for work completed in accordance with the contract documents, subject to additions and deductions by modification of change order the contract sum of **\$148,920**. This total consists of changing 2 of 3 boilers.

Phase 2 of the project would total **\$58,480** should Lanai choose they want to proceed with boiler #3.

ARTICLE 5 – PROGRESS PAYMENTS

The Contractor may submit an application for payment on a monthly basis for work completed, and for materials and equipment shipped and invoiced. Payment will be due 30 days from the date of the pay application. Contractor will submit a schedule of values of the contract sum as allocated among the items on the project schedule (Demo/Construction; Procurement; Finish Date). Each application for payment will show the percentage of completion of each portion of the work as of the end of the period covered by the application for payment. Payment to be made via wire transfer net 5 days.

ARTICLE 6 – FINAL PAYMENT

Final payment shall become due when the work is fully completed in accordance with the contract documents and accepted by the owner as complete.

ARTICLE 7 – GENERAL TERMS AND CONDITIONS

WARRANTY

Factory standard parts and labor warranty is 1 year. Contractor warrants that materials and equipment furnished under the contract will be of good quality and new. Contractor further warrants that the work will conform to the requirements of the contract and will be free from defects. The Contractor shall provide a warranty of 1 year from acceptance of the system by the owner. Standard warranty for work outside the equipment (piping, valves, scopes of work associated with the Facility Exhaust Fan Install.

OBLIGATIONS OF THE CONTRACTOR

Contractor is lawfully licensed in the jurisdiction where the work will be performed. Contractor will not be relieved of obligations to perform the work in accordance with the contract by tests, inspections or approvals required or performed by persons or entities other than the Contractor. Contractor shall confine operations at the site to areas permitted by applicable laws, ordinances codes, rules and regulations, and lawful orders of public authorities and the contract and shall not unreasonably encumber the site with the materials or equipment.

Contractor will supervise and direct the work, using Contractor's best skill and attention. Contractor will be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract, unless the contract give other specific instructions concerning all portions of the work under the contract, unless the contract gives other specific instructions concerning these matters. If the contract gives specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor will evaluate the jobsite safety thereof and, except as stated bellow, will be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, Contractor will give timely written notice to Purchaser and will not proceed with that portion of the work without further written instructions from Purchaser. If Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by Contractor, Purchaser will be solely responsible for any loss or damage arising solely from those Purchaser-required means, methods, techniques, sequences or procedures.

Contractor, Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the work for, or on behalf of, Contractor or any of its subcontractors, will abide by Purchaser's codes of conduct while on site, Contractor shall be responsible to Purchaser for acts and omissions of the Contractor's employees subcontractors and their agents and employees, and other persons or entities performing portions of the work for, or on behalf of, the contractor or any of

its subcontractors. Contractor shall be responsible for inspection of portions of work already performed to determine that such portions are in proper condition to receive subsequent work.

Unless otherwise provided in the contract, the Contractor shall provide and pay for labor, materials, equipment, tools, construction 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.

LIABILITY

Contractor shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

TAXES

The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Contractor or, alternatively, shall provide Contractor with acceptable tax exemption certificates.

DELAYS

Contractor shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond Contractor's reasonable or foreseeable control, including, but not limited to, acts of God, fire, riots, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors, or delays caused by suppliers or subcontractors of this Contractor and not reasonably settled by the Contractor.

COMPLIANCE WITH LAWS; SAFETY OF PERSONS AND PROPERTY

Contractor shall comply with all applicable federal, state and local laws and regulations and shall obtain and pay for temporary licenses and permits, as well as for all other permits, fees, licenses, approvals, easements, assessments, charges, and inspections by government agencies, required for the prosecution of the work. License and permits of a permanent nature shall be procured and paid for by the purchaser. Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations and lawful orders of public authorities applicable to performance of the work. If Contractor performs work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities, Contractor shall assume appropriate responsibility for such work and shall bear the costs attributable of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

ATTORNEYS' FEES

Purchaser agrees that he will pay and reimburse Contractor for any and all reasonable attorneys' fees which are incurred by the Contractor in the collection of amounts due and payable hereunder.

INSURANCE

Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the work will be performed such insurance as will protect the Contractor from claims which may arise out of our result from Contractor's operations and completed under the contract and for which Contractor may be legally liable, whether such operations be by Contractor or by subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Insurance coverage in excess of Contractor's standard limits will be furnished when requested and required under the contract or by law. No credit will be given or premium paid by the Contractor for insurance afforded by others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date of the final payment and termination of any coverage required to be maintained after final payment, and, with respect to Contractor's completed operations coverage, until the expiration of the period for correction of work. Contractor shall cause commercial liability coverage to include (1) Purchaser as additional insured for claims caused in whole or in part by Contractor's negligent acts or omissions during Contractor's operations; and (2) Purchaser as an additional insured for claims caused in whole or in part by Contractor's negligent acts or omissions during Contractor's completed operations.

INDEMNITY

The parties hereto agree to indemnify and defend each other from any and all liabilities, claims, expenses, losses or damage, including attorneys' fees, which may arise in connection with the execution of the work herein specified, but only to the extent caused by the acts or omissions of the indemnifying party or subcontractor, anyone directly or indirectly employed by them or anyone for whose acts the may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

OCCUPATIONAL SAFETY AND HEALTH

The parties hereto agree to notify each other immediately upon becoming aware of an inspection under or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.

ENTIRE AGREEMENT

This contract, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

CHANGES

No change or modification of any of the terms and conditions stated herein shall be binding upon the Contractor unless accepted by the Contractor in writing.

TERMINATION

Purchaser may terminate the contract if the Contractor:

- 1. Repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- 2. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- 3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules, regulations or lawful orders of a public authority; or
- 4. Otherwise is guilty of substantial breach of a provision of the contract.

When any of the above reasons exist, purchaser may without prejudice to any other rights or remedies and after giving the Contractor seven days' written notice, terminate employment of the Contractor, and the Contractor shall not be entitled to receive further payment other than payment for work executed prior to termination.

OWNER:

CONTRACTOR:

Apollo Mechanical Contractor's
1201 W Columbia Dr.
Kennewick, WA 99336

Signature

Signature

Printed Name

Robert Lindblom

Printed Name

Title

Vice President

Title

Date

Date



SPECIAL FORCES - BID PROPOSAL

November 2, 2020

Lanai Condominiums
800 North Washington Street
Denver, CO 80220
Attention: Gary

Project: Replacement Of (3) Hot Water Boilers

Location: Lanai Condominiums

Apollo Mechanical Contractors is pleased to provide you with the following proposal for replacement of the hot water heating boilers. As part of your team, we look forward to helping you complete a successful project. Thank you for this opportunity.

Proposal is based on the following documents:

- Site Visit

General Inclusions Items:

- (1) One-year warranty
- Project based on 40-hour work weeks regular time

General Work Scope (Phased as follows):

- Provide demolition of #1 And #2 and send to manufacturer for review.
- Provide demolition of Boiler #3 and send to manufacturer for review.
- Furnish and Install (3) Lochinvar Crest Boilers (Like For Like).
- Provide Electrical Disconnect/Reconnect
- Control Interlock Disconnect/Reconnect, Verify All Control Sequences Are Correct
- Gas Pipe Disconnect/Reconnect
- Water Pipe Disconnect/Reconnect
- Water Treatment to initially clean the system and treat it. Test results to be shared with owner and boiler manufacturer for review.
- Provide Flue disconnect/reconnect replace damaged flue between boilers and header
- Hoisting & Rigging Services
- Old boilers will be shipped back to the manufacturer for inspection
- BCER will be involved in the system overview to make recommendations. If they recommend any major modifications, There May be additional costs that are not captured in this proposal.



SPECIAL FORCES - BID PROPOSAL

- Lochinvar Factory rep will be involved to insure the boilers are properly installed.
- Boilers will be isolated from the system while answers to the failures are investigated
- Factory startup will be performed by Lochinvar Rep
- Due to previous installation, Apollo mechanical cannot warranty the system or inherit poor installation practices. We will do a full system review to try and pinpoint any impactful issues and bring these to the owner's attention. Apollo will provide a standard year-long warranty to cover our portion of the installation.
- Taxes included

Specific Scope Clarifications:

- ❖ *Apollo to minimize downtime as much as possible. Please account for a building outage while we replace the boilers.*
- ❖ *Apollo is not responsible for identification or removal of any hazardous materials*
- ❖ *Our price assumes all work takes place during normal business hours.*

General Clarifications:

- ❖ Proposal assumes that employee breaks and lunches for field staffing will be taken at the area being worked in or near.
- ❖ Estimate Breakouts are for accounting purposes and have not been provided for the purpose of additive or deductive contract modifications.
- ❖ At this time Apollo is not carrying any contingency; however, Apollo feels that we have completed the systems to the intent of the design documents. Apollo recommends that general contractor/owner carry a contingency if they feel that the design team is seeing additional scope that is not shown in the intent of these documents. Price is based on today's material, equipment and labor rate.

Exclusions:

- Chemical treatment
- Engineering
- Demolition
- Prevailing wages/certified payroll
- OCIP/ROCIP/BLIP/ECT Programs
- Additional clean up requirements other than Apollo self-clean up
- 3D Auto CAD Drawings
- LCM (Lead CAD Management)
- Fire protection
- Fire alarm
- Utilities
- Screen walls
- 3rd party commissioning
- Temporary Cooling Or Heating
- Curbs and pads (Except roof top equipment)
- Duct cleaning
- Seismic bracing
- Seismic certification of equipment
- Structural steel
- Meters
- Roofing
- Core drilling
- X-ray



SPECIAL FORCES - BID PROPOSAL

- Ceiling/grid/wall/ tile/concrete/asphalt removal and replacement
- Scaffolding
- Painting
- Cutting & patching
- Block/brick wall openings
- Overtime
- Phasing
- Shift work
- Temporary services
- Spoil removal
- Rock excavation
- Negative air machines
- Protective covering
- Asbestos & hazardous chemical removal
- Existing mechanical systems/equipment &warranty
- Dumpsters & trash removal
- Bid and performance bond
- Any work outside of the above scope

Apollo Mechanical Contractors	
Total Bid Amount	\$ 207,400.00
Pricing Breakout:	
Boiler 1 & 2 - \$148,920	
Boiler 3 - \$58,480	

Apollo is a Native American Owned Company

Terms and Conditions:

- This pricing is valid for a period of 30 days
- The job is warrantied for a period of one year from the date of completion
- Apollo Mechanical reserves our rights to an equitable adjustment for any and all cost and time impact resultant, consequential and/or otherwise associated with changed conditions

SAFETY INTEGRITY PRIDE QUALITY FAMILY FAITH

Thank you for the opportunity,

Please let me know if you have any questions;

Apollo Mechanical Contractors;

Jeff Pitts – Special Forces Project Manager

Jeff.pitts@apollomech.com

Cell 720-527-9044

Building People Who Build Great Things