



GENERAL CONTRACTORS & ENGINEERS

CONTRACT

Between

**Design Center, Inc.
CGC # 1523838
6677 Overseas Highway
Marathon, Florida, 33050**

And

**TRADE WINDS WEST CONDOMINIUM
5301 OCEAN Ter 1-16, MARATHON
Marathon Fl 33050
347-589-2188**

tradewindswestcondo@gmail.com



DSA
Designer Society of America



CONTRACT

CONSTRUCTION LIEN DISCLOSURE. ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIER OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

This Contract is between: TRADE WINDS WEST CONDOMINIUM, 5301 OCEAN Ter 1-16, MARATHON (the Owner), and Design Center, Inc., 6677 Overseas Hwy, Marathon FL, 33050, Phone (305) 735-4042 (The contractor) who is licensed in the State of Florida under license number CGC# 1523838

Project Address : 5301 OCEAN Ter 1-16, MARATHON

Project Engineer/ Manager : TBD /Alex Estevez

Plan Date : TBD

Building Specs : condominium Building

Project Description

The Owner has hired The Contractor to Spalling Concrete Repair the residence at the above address as described below

We hereby propose to supply material (otherwise specified) and perform the labor as necessary for the completion of the work described below

Scope of Work

Preparation:

- All Items to be protected shall be moved out of the working areas, covered or otherwise protected *(by Owner)*

Spalling:

- Contractor will demo and repair the spalling areas around the building (columns & tie beams) up to **116 CF** ***as shows in the engineer report***

Pump house work

- Working with Spas Inc, remove and reroute plumbing for pool equipment and remove and place pool equipment to temporary site.
 - Remove all electrical equipment & wiring from pool equipment room and run temporary electrical line for pool pump & breaker panel.
 - Remove damaged roof and concrete beam from pool equipment room.
 - Backfill equipment room with ground coral fill/dirt and compact. (Note requirements for access to underground plumbing.)
 - Lay concrete slab per instructions from Campbell Engineering (See S2 Site/Repair Plan attached).
 - Run new electrical line for pool equipment & breaker panel.
 - With Spas Inc, move pool plumbing and equipment to new concrete slab.
 - Reconnect electrical pool pump & breaker panel.

Specifications of Structural Work to be Performed:

- Removal of all spalled, crack, and/or damaged areas down to sound concrete as well as any part surrounding corroded reinforcing steel
- Removal of corrosion on reinforcing steel via Wire brushing and/or sandblasting
- Haul away of all work-related material/debris

Owner Initials:  PSB

- All reinforcing steel reduced in diameter by 15% or more shall be replaced with galvanized rebar.
- All exposed reinforcing steel shall be sealed and coated
- Reform and pour structural members using 5000 psi concrete
- Apply proper materials, stucco, and paint to match surround areas *as close as possible*

**Permit, Inspection, and/or engineering fees are not included in this proposal*

***Adjustment of any Electrical, Plumbing, or Mechanical is not included unless specifically stated above*

****Contractor to remove construction debris*

****** Any additional spalling will be charge at 375 per Cubic Feet**

Price: \$68,000

Pricing: \$68,000+ *fees to be determined

*Fees:

Fees are not included in the Contract Sum, shall be paid by the Owner, and shall be determined at the time the fee is incurred, including permitting fees, inspection fees, and engineering fees as and if necessary. The fees above are to be determined as exact costs are unknown until they are given to Design Center towards the end of the project and typically resemble the below:

Permitting fees:

- Marathon – 3% of contract cost
- County – 4% of contract cost
- Key Colony – 4% of contract cost

Inspection Fees:

- The amount of inspections may be anticipated by your project manager but not confirmed until the end of the project due to the specific requirements of the city, county, and/or inspector on each individual project.
- Inspection fee = (Total # of inspections) x \$150

Engineering Fee:

- Engineering fees are flat rate fees depending on the size and complexity of your project only to be determined after review of the project. Engineering fees are subject to include fees due to any and all changes.

Not Included (Customer to purchase or address in a change order):

- Costs of Government fees such as mitigation, impact, and permitting
- Engineering costs including any and all changes

- Inspection fees
- Survey Costs
- Floor Tile *(Installation Included)*
- Bathroom Tile (floor, wall, & Ceiling) *(Installation Included)*
- Bathroom Fixtures *(Installation included)*
- Electrical Fixtures *(Installation included)*
- Cistern *(Installation included)*
- Pool
- Signage
- Landscaping
- Driveway
- Fence
- Dock

Draw Schedule: Draw:

**Design Center Reserves the right to request partial draw payments for the amount of work performed within each milestone draw payment identified.*

Deposit	\$5,000
Payment at commencement	\$5,000 + Permit fee
Payment at pump house removal	\$10,000
Payment at steel inspection	\$10,000
Payment at pool concrete slab pours	\$10,000
Payment at steel inspection	\$10,000
Payment at steel inspection	\$10,000
Payment at pool pump work finish	\$5,000
Payment at final inspection	\$3,000

**Permit, Inspection, and/or engineering fees are to be determined in this proposal*

***Any and all changes may be considered a change request subject to the change order fees below. All Change Orders must be paid in full*

****Contractor to remove all construction debris*

TERMS & CONDITIONS

1. Licensing

Owner Initials: PSB

Contractor warrants that [he or she] currently holds a valid license under the laws and statutes of the State of Florida.

2. Permits

Owner Initials: PSB

The owner is responsible for all architectural and engineering fees, testing fees, zoning and variance fees, as well as permit fees.

3. Access to Work

Owner Initials: PSB

Owner shall grant free access to work areas for workers and vehicles and shall provide areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement and parking of trucks during scheduled working hours. Owner shall be responsible for securing all entrances to the jobsite in a manner adequate to prevent persons other than Owner, Contractor, and any authorized workers or material suppliers from gaining access to that site.

4. Financing

Owner Initials: PSB

Owner is responsible for obtaining all financing that is or may be necessary to fund the work specified in this Contract. Owner represents that Owner has sufficient funds or has arranged sufficient financing to comply with this Contract.

5. Change Orders, Amendments, and Modifications

Owner Initials: PSB

Any subsequent amendment, or modification which alters this Contract, and which is signed or initialed by Contractor and Owner, shall be deemed a part of this Contract and shall be controlling in case of conflict with any other provision in Contract.

6. Change Orders and Extra Work

Owner Initials: PSB

If Owner, homeowners association Condo association, any public official or building inspector directs any modification or addition to the work covered by this Contract, the compensation to Contractor for that extra work shall be agreed upon by the Owner and the Contractor in advance and the cost shall be added to the Contract price plus twenty percent (20%) as Contractor's fee, which includes overhead and profit. Owner shall pay for all extra work prior to any extra work commencing, concurrently with regularly scheduled payments. Any authorization for extra work

Owner Initials: ☒ PSB

shall show the agreed terms and shall be approved in a written change order signed by Owner and Contractor. Failure to approve, sign, and pay the change orders may result in delay of work or Work Stoppage.

7. Removal of Material and Debris

Owner Initials: PSB

Except for items designated by Owner in writing prior to the commencement of construction, Contractor shall dispose of all material removed from structures in the course of alteration. Contractor shall remove all construction debris on termination of work and shall leave the premises in neat, broom-clean condition.

8. Extra Time

Owner Initials: PSB

Contractor shall start and diligently pursue work through to completion, but shall not be responsible for delays caused by any of the following: 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 by Owner or Owner's employees or agents; acts of God; stormy or inclement weather; strikes, lockouts, boycotts, pandemics 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; Owner's failure to provide materials; Owner's failure to perform their own progress inspections for payment; Owner's failure to make payments when due; delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies; acts of independent Contractors; holidays; or any other circumstances beyond Contractor's control.

9. Workers' Compensation Insurance

Owner Initials: PSB

Contractor shall carry workers compensation insurance to protect Contractor's employees during the progress of the work. Owner shall not hire any other contractors without a written permission from the contractor. Contractor to provide proof of insurance to Owners upon request. Contractor to verify that all insurances of sub-contractors are valid and proper.

10. Protection of Owner's Property

Owner Initials: PSB

Owner agrees to remove from the jobsite or to otherwise protect any personal property including, but not limited to, carpets, rugs, drapes, furniture, jewelry, irreplaceable items, shrubs, and plantings. Design Center attempts to protect Owner items but Contractor shall not be held responsible for damage to or loss of any items of personal property.

Owner Initials: ☒ PSB

11. Work Stoppage

Owner Initials: PSB

Contractor shall have the right to stop work and keep the job idle if payments are not made to Contractor when due (all invoices are due within 7 calendar days). If the work is stopped, for any reason, for a period of 30 days, then Contractor may, at Contractor's option, on five days written notice, demand and receive payment for all work executed and materials ordered or supplied and any other loss sustained, including Contractor's normal overhead plus a profit of 20 percent of the Contract price. Thereafter, Contractor is relieved from any further liability. Contractor shall have the right to place a lien on the property within 90 days of work stoppage for non-payment. If work stops for any reason, Owner shall provide for protection of all material on the premises and shall be responsible for any damage or loss of that material.

12. Notice

Owner Initials: PSB

Any notice required or permitted under this Contract may be given by ordinary or electronic mail at the addresses specified in this Contract. If either party changes his or her address, that party shall provide written notice of the change to the other party. Notice shall be considered received one day after it is deposited in the mail with postage prepaid.

13. Integration Clause

Owner Initials: PSB

This document and all documents incorporated by reference constitute the parties' entire Contract. No other Contracts, oral or written, regarding the work to be performed under this Contract exist between the parties.

This Contract shall be construed in accordance with, and governed by, the laws of the State of Florida.

14. Builders Risk



The Owner shall bear the risk of loss and before any work commences, shall purchase at Owner's sole cost and expense, and shall maintain until final completion, an all-risk builder's risk policy. The Owner shall add the Contractor as an additional insured and shall furnish the Contractor with a copy of the policy. For purposes of this provision, final completion will be achieved upon the issuance of a certificate of completion and/or certificate of occupancy by government entity having jurisdiction of the work.

15. Arbitration of Disputes

Owner Initials: PSB

Any controversy that develops between Contractor and Owner with regard to matters arising out of, or relating to, this Contract, and that the parties do not promptly resolve, shall be decided by arbitration administered by and in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association unless the parties agree otherwise in writing. This Paragraph shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered on it in any court of competent jurisdiction.

16. Non-Payment

Owner Initials: PSB

Interest shall accrue at the rate of eighteen percent (18%) per annum (1.5% per month), or at the highest rate allowed by law, on all unpaid balances.

17. Draw Payments & Final Payment

Owner Initials: PSB

Payments must be received within 7 calendar days of Contractor invoicing the Owner or the payment will be considered a "late payment". All Invoices are due within 7 calendar days. Late Payments shall have an applied interest rate as stated in the above Section "Non-Payment".

18. Attorney's Fees

Owner Initials: PSB

In the event of any arbitration or litigation arising from this Contract, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees.

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IN WITNESS WHEREOF, this Contract has been executed with the intent to be legally bound.

Peggy S. Bronn
Owner

06.15.2022
Date

Design Center, Inc.

Date

