



PROPOSAL - CONTRACT

License # CC 19-PS-21853-X

Date: 1.19.23

AGREEMENT AND CONDITIONS DOCUMENT

The agreement and consent of this contract is between **Stucco Kings, LLC [Stucco Contracting Services]**, and

Governmental Management Services for work at 5385 N Nob Hill Road Sunrise FL , 33351

for completion of stucco improvements as specified herein.

Client Contact: Patrick Burgess

Phone: 540-303-9619

Email: Pburgess@gmssf.com

Scope of Work: Repair areas to consist of filling in missing Stucco on upper wall and repair of hairline horizontal Stucco crack on upper wall. (as shown in pictures provided by client) All work to be considered patch work in which the area of focus will be the repair area only. All Stucco to be finished to match existing building texture.

Stucco Installation

To include high quality *Spec Stucco* Scratch, Brown and finish Stucco. All Stucco to be finished to match existing texture. CB-900 bonding agent to be applied to existing masonry in repair areas prior to installation of new Stucco.

***** Price includes all necessary material, labor and tools necessary to complete work order*****

PAYMENT SCHEDULE

The Total Balance of

\$2,000.00

is to be broken up into a total of 2 payments.

Retainer Payment 50%- Due at Signing

\$1,000.00

50% Final Payment Due at Completion of Work

\$1,000.00

All payments must be made according to the scheduled payment timeline above in either cash or check.

Signature

Patrick Burgess

Date:

01/20/2023

SEE REVERSE SIDE FOR TERMS & CONDITIONS

1. ACCEPTANCE OF THE PROPOSAL Upon acceptance, this proposal shall become a contract binding upon the buyer and the seller, and it shall be construed under Florida Laws where the work is to be performed

2. COMMENCING PERFORMANCE After acceptance as provided the seller shall be given a reasonable time which to make delivery of materials and or to performance of contract.

3. OWNERS RESPONSIBILITY The Owner will be fully acquainted with the Work and has budget authority to authorize payment to Contractor in accordance with the Payment Schedule provisions, to make Changes in the Work by mutual agreement in writing with the Contractor, to make decisions promptly and consistent with the Work Schedule and furnish information expeditiously
The Owner will communicate with Trade Contractors and Suppliers SOLELY through Stucco Kings Management Team.

Owner agrees to have run water and electric available to contracting team for installation of services describe in this agreement

Owner agrees to remove all lighting fixtures, awnings, shutters, sheds, cars, or any other property or belongings that could be damaged during stucco installation.

4. CONTRACTOR'S RESPONSIBILITIES The Contractor will supervise and direct the Work using the most professional skill and attention, and be solely responsible for all construction methods, techniques, sequences, and procedures for completing all Work. The Contractor will coordinate Trade Contractors and Suppliers to be in harmony with one another and conform to Project Schedule.

The Contractor will provide a competent Superintendent to supply necessary assistance and attend the Project site during the progress of the Work to insure correct performance of the Work. The Superintendent will be satisfactory to the Owner and not be changed except with Owner's consent unless the Superintendent proves to be unsatisfactory to the Contractor and is in his employ. The Owner will always deal with the Contractor's employees, Trade Contractors, and Suppliers through the Superintendent. The Superintendent will represent the Contractor and all communication given to the Superintendent will be binding as if given to the Contractor.

5. WORKING CONDITIONS Seller's employees shall not be required to work in hazardous conditions. Buyer agrees to mitigate such conditions that can present a threat to contractor's employees and sub-contractors.

6. IDEMNIFICATION Client is aware that the Stucco trade involves the mixing of sand, cement and other materials that can result in dust and debris at the work location. Stucco Kings will clean up the worksite to the best of its ability. If further cleaning is needed because of the Stucco installation the owner will be responsible to do so at his/her own expense. Stucco Kings will not be held liable for any additional cleaning services needed at the worksite. This includes but not limited to pressure/power washing, window cleaning, paver cleaning, and painting. Client agrees to indemnify and hold harmless Stucco Kings from all claims, damages, losses, and expenses, including lawyer's fees arising from stucco installation which includes but not limited to windows, window screens doors, moldings, roof flashing landscaping, grass, pavers, sheds, awnings and all other property items. Client is aware that unforeseen issues can arise during Stucco repair and installation. Stucco Kings will not be held liable for any damage resulting to water, electric, or plumbing due to repair or new installation. Client is aware that Stucco Kings LLC is not a roofing company. Stucco Kings will not be held liable for roof repair or roof flashing damage because of a Stucco repair or new installation. In the event the client wishes to preform work that is requires a permit with the city, town, condo association or any other regulatory board, client agrees to hold Stucco Kings and any of its sub-contractors harmless against any fees, tickets, and legal matters that may arise from such action. If such ticket or fine or is imposed on Stucco Kings and its subcontractor's client agrees to issue or reimbursement for such fees. If a cease work order is issued this contract will become void and a new contract will be issued for the remaining work. The client will be responsible for reimbursement of all additional fees to Stucco Kings LLC that are associated with completing the work at job site. This includes parking, background checks, faculty work permits, and all other paid responsibilities that are specific to the job project. Stucco Kings LLC reserves the right to own and use all pictures taken of work on job sites for future marketing efforts for both print and digital platforms.

7. CHANGES AND/OR ALTERATIONS Any modifications, additions, and/or deletions to the Work. Any such changes will not invalidate the Contract. The time for the Project completion and the Project cost will be adjusted by mutual agreement in writing by Contractor and Owner.

Any work outside the original scope of work defined in this contract is considered a change order. If client wishes to change or deviate from the scheduled work a change order will be issued in which a price for the **change order work** will be given. This price will be issued in addition to the contracted work already laid out and discussed in this agreement. Changes to Work will only be made by written order signed by the Owner and Contractor. Client is aware that the scope of work is subject to change once a project is started. Unforeseen work that was not evident in the initial contracted work may become evident as a result from the new installation. This includes but is not limited to the addition of new high rib soffit lath, paper back lathing, installation of new water vapor barriers, new sheeting, and the addition of anything else necessary to properly complete the installation. If this occurs the client will be notified immediately and provided with a new quote verbally or written for the additional work to be performed.

8. WARRANTY A One (1) Year nontransferable warranty will be issued with stucco installation. All Stucco work must be sealed with primer and paint within 30 days after completion of Stucco work. If Stucco is not primed and painted within the 30-day period, the warranty will be void. Warranty will include deep cracks resulting in stucco exterior from expansion or settlement. **Hairline cracks in Stucco are considered normal and are not covered under warranty work.** In the event warranty work is done the work will not include the repainting of Stucco repair area. Warranty will be considered void if it is determined that the damaged stucco has resulted from an interior renovation, or new installation of windows, doors, fences, roofs, or any other repair or home improvement made after stucco installation has taken place. Warranty will be voided if it is determined that the cause of the Stucco failure is a result of a nonrelated issue such that is outside of the scope of work performed by Stucco Kings LLC.

9. Termination If the Owner fails to make payment under the terms of this Contract, through no fault of the Contractor, the Contractor may, after ten (10) days written notice, terminate the Contract. The Owner will pay for work completed and any proven loss with respect to materials, labor, or equipment, and reasonable profit applicable to the Work. If contract is terminated by client, the retainer fee will be kept by Stucco Kings and the contract will be cancelled. Client will reimburse Stucco Kings for any products or work performed to point of termination.

10. LATE PAYMENTS All sums not paid as due shall bear interest at the maximum rate allowed by law until the payment is received and unless otherwise stated all sums become due and payable until substantial completion of work. Seller will retain title until full payment of obligation is met. Buyer whose name appears on this agreement personally guarantees payment of contract.

11. ONSITE WORK & CONSTRUCTION MATERIALS Buyer is aware that Stucco Work creates waste material which will be organized and left behind at the jobsite. Such materials include sand, masonry debris, pallets, and other building materials necessary to complete the installation. Smaller waste materials such as Stucco bags, window wrap, plastic and other site materials will be bagged up and left at work site for disposal. Stucco Kings LLC can arrange for the removal of such waste materials from the property for an additional charge.