



**US 17-92 CRA Grant Program  
for  
REDEVELOPMENT & CONSTRUCTION**  
Information & Application  
Fiscal Year 2013-2014

US 17-92 Community Redevelopment Agency Seminole County, Sanford, Lake Mary, Winter Springs & Casselberry

- Please note that **applications must be submitted BEFORE work begins**. Additionally, award of the grant is not guaranteed, and the Applicant assumes all financial liabilities for work initiated prior to the approval of the Grant by the CRA.

# GRANT

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(For Official Use Only)

## Redevelopment/Construction Grant Application

**Applicant:** Abhishek M Shah  
Address: 1922 Merlot Dr  
City: Sanford Zip Code: 32771  
Phone/Cell # 407-401-1393 E-Mail kevinshah1986@yahoo.com

**Project Contract Person if different from Applicant:** Bobby Von Herbulis  
Phone: 407-247-6102, 407-323-1150  
E-mail: bobby.v@mckeegc.com  
Mailing Address: 790 Monroe Rd Sanford FL 32771

**Application Preparer (if different than owner):** N/A  
Phone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_

**Note:** If the Applicant is not the property owner, Applicant must submit Addendum A with the application.

### I. SITE IDENTIFICATION AND HISTORY

#### SITE INFORMATION

- Name of Site or Business Name: To Be Determined (convenience store)  
Site Address: 2001 French Ave  
City, County or Township: Sanford Zip Code: 32771  
Acreage of Site: 0.32 Acres Bldg. Sq. Ft.: 2508  
County Commission/City Commission District# \_\_\_\_\_ A \_\_\_\_\_ B

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## CURRENT AND FUTURE LAND USE

2. Zoning/Land Use:

A. Current: Industrial \_\_\_\_\_ Commercial RC1/ Residential \_\_\_\_\_  
Mixed-use \_\_\_\_\_ Other (Specify) \_\_\_\_\_

B. After Re-Zone (if applicable): Industrial \_\_\_\_\_ Commercial \_\_\_\_\_ Residential \_\_\_\_\_  
Mixed-use \_\_\_\_\_ Other (Specify) \_\_\_\_\_

3. Current economic condition:

Vacant lot  Developed site \_\_\_\_\_ Other \_\_\_\_\_

4. How many buildings are currently on site? 0

Industrial \_\_\_\_\_ How many are occupied? \_\_\_\_\_ If vacant, for how long? \_\_\_\_\_

Commercial 0 How many are occupied? \_\_\_\_\_ If vacant, for how long? \_\_\_\_\_

Residential \_\_\_\_\_ How many are occupied? \_\_\_\_\_ If vacant, for how long? \_\_\_\_\_

5. Year building(s) was/were built: N/A

6. Please describe the condition of the buildings on the site (Digital photo file attachment highly recommended but not required). N/A



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8. Describe how the redevelopment of the site will increase Public Safety.  
*Enhance the urban maneuverability for neighborhood via sidewalks & bike racks to encourage low vehicle traffic. Also 17-92 is a dangerous intersection and the neighborhood on the east side of 17-92 will not have to cross an Arterial Road.*
9. Is the site contaminated? NO  
If so, what measures have been taken to address the contamination?
10. Will Seminole Economic Enhancement District (SEED) Funds be requested? NO  
If so, for what purpose?
- 11a. What is the expected rate of return on the investment by the CRA? \_\_\_\_\_
- 11b. What is the time frame for the return on investment by the CRA? \_\_\_\_\_

The ROI will be calculated by the CRA Program Manager and attached to the application

### JOB CREATION & RETENTION

12. Forecast the number of new jobs created after redevelopment or new development of the site (jobs that did not exist in the US17-92 CRA prior to redevelopment or new development).

Total New Jobs: 4

### OTHER PUBLIC BENEFITS

13. What positive environmental infrastructure improvements are associated with this project? Attach supporting documentation that indicates the positive public benefit to infrastructure enhancements.  
*The entire parking lot will be pervious concrete to allow continued drainage and environmental impact will be minor. Also utilize LED lighting.*

### PROXIMITY TO PUBLIC TRANSIT

14. Attach a local transit schedule, and highlight the lines that serve the project site or surrounding area. If a regularly scheduled route does not serve the area, please provide information about other forms of transit that serve the project site.  
*Lynx bus stop is located on site.*
15. Would you agree to provide an easement to establish a bus shelter if appropriate or requested? Already exists Yes \_\_\_\_\_ No \_\_\_\_\_

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## Submittals

Applications **must** include the following materials, if applicable, for consideration by the US 17-92 CRA:

- a. Current photo(s) of project site;
- b. Property Appraiser parcel number and proof of paid property taxes;
- c. Applicant information;
- d. Listing of businesses or services offered on site(unless residential);
- e. Description of proposed improvements;
- f. Identification of project's support of the CRA Master Plan;
- g. BTR (unless residential);
- h. Rendering or sketch of proposed improvements;
- i. Architectural plans – elevation drawing, dimensions, measurements, etc.;
- j. Color and material samples;
- k. Sign/awning design drawings and/or plans;
- l. Documentation of cost estimates – copies of vendor bids, estimates, etc. (refer to pg. 3 for bid requirements); and
- m. Signatures of property owner and Applicant

**Applications lacking sufficient materials to describe the project will NOT be reviewed.**

I, ARHISHEK SHAH, attest that the information contained herein is correct to the best of my knowledge. I understand that the US 17-92 CRA Redevelopment & Construction Grant Program benefits are contingent upon funding availability and US 17-92 CRA approval and are not to be construed as an entitlement or right of a property owner or Applicant. Properties within the designated US 17-92 CRA boundary are not eligible for grant-funded programs when such funding conflicts with the goals expressed in the US 17-92 CRA Community Redevelopment Plan. I further understand that I am responsible for providing construction documents and/or permits required for any work, and hold harmless Seminole County for any damage associated with this application or the US 17-92 Grant Program.

Arhish Shah

Signature of Applicant

ARHISHEK SHAH

Print Name

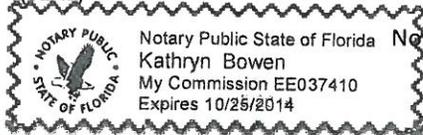
**STATE OF FLORIDA: COUNTY OF SEMINOLE:**

The foregoing instrument was acknowledged before me this 21 day of August 2014

by Arhish Shah. He/She is personally known to me or has

produced Florida Drivers Lic as identification and did not (did) take an oath.

(SEAL)



Kathryn Bowen

Notary Public, State of Florida, (Signature of Notary taking acknowledgement)

Kathryn Bowen  
Name of Notary Typed, Printed or Stamped

My Commission Expires:

Commission Number \_\_\_\_\_

# GRANT

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Note: if Applicant is not the property owner, Applicant must submit Addendum A with application. *MA*

## Addendum A

Date: \_\_\_\_\_  
To: US 17-92 CRA  
Community Redevelopment Agency  
From: \_\_\_\_\_  
(Property Owner)

### Subject: Permission for US 17-92 Grant Program Participation

As the owner of \_\_\_\_\_, I give, \_\_\_\_\_, permission to participate in the US 17-92, Grant Program as detailed in the Revitalization and Construction Grant Application, and hold Seminole County harmless for any damages associated with this application or the US 17-92 Grant Program.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Property Owner's Name Printed

STATE OF FLORIDA:  
COUNTY OF SEMINOLE:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_. He/She is personally known to me or has produced \_\_\_\_\_ as identification and did not (did) take an oath.

(SEAL)

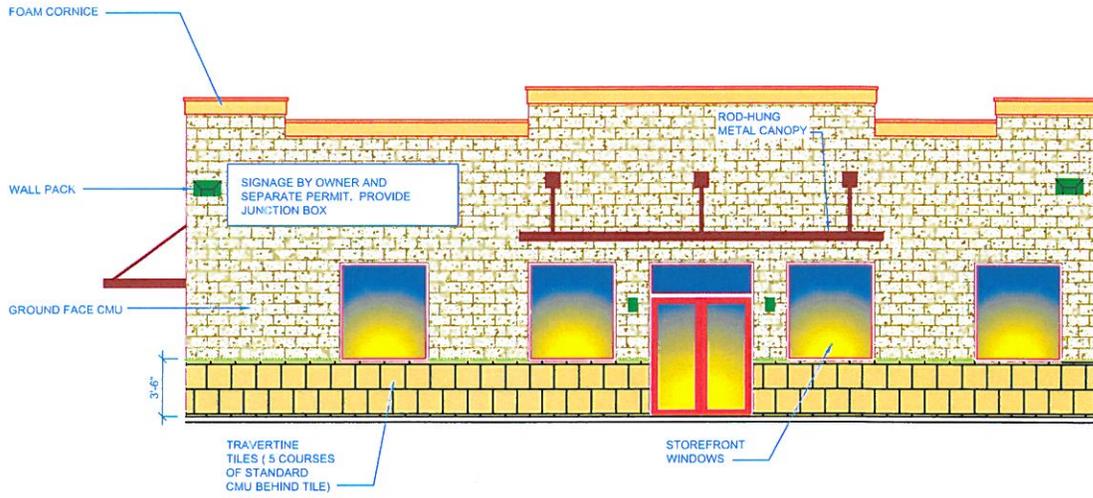
\_\_\_\_\_  
Notary Public, State of Florida, (Signature of Notary taking acknowledgement)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

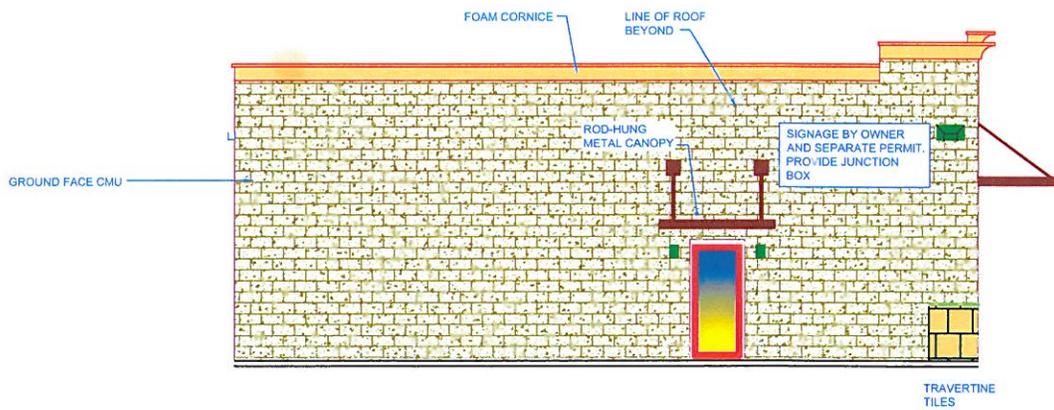
My Commission Expires:  
\_\_\_\_\_

Commission Number

French Ave and 20th Street Convenience Store  
Elevation Renderings



Front/West Elevation



Side/North Elevation



Since 1973

August 21, 2014

Mr. Kevin Shah  
Sammy's 3 LLC  
1922 Merlot Drive  
Sanford, FL 32771

**Re: Proposed Sitework and Convenience Store at 20<sup>th</sup> Street and SR 17-92**

Thank you again for the opportunity to allow us to present to you our proposal for the construction of your new convenience store at the intersection of 20<sup>th</sup> Street and SR 17-92 in Sanford, Florida. Our proposal has been broken down into multiple sections to allow you a better look at the costs of several major phases of construction. All budget pricing has been figured as if all work is to be completed at one time. All budget prices are based on attached preliminary drawings.

Our proposal is as follows:

**SITE WORK – 14,000 SQFT –**

1. Strip, clear and grub entire site.
2. Excavate approximately 650 cubic yards of dirt for the placement of gravel under the pervious concrete.
3. Spread, grade and compact approximately 300 cubic yards of excavated dirt to construct the building pad and bring the site up to grade.
4. Provide and install approximately 450 cubic yards of gravel under the areas to receive pervious concrete.
5. Install approximately 6,350 square feet of pervious concrete for the parking lot. This is being installed to handle onsite water retention. Includes all striping and signage.
6. Install approximately 1,000 square feet of impervious concrete for the entrance driveways and the handicap parking space. Includes all striping and signage.
7. Install approximately 460 square feet of concrete sidewalks.
8. Install all onsite water and sewer connections from existing utilities to the building.
9. Install a dumpster enclosure. Dumpster enclosure is to be constructed with masonry units and a chainlink fence gate.
10. Install landscape, irrigation and sod as required.
11. Install site lighting as required. Site lighting is to include (2) pole lights for the parking area and permanent site signage.

**Budget Price of ... \$ 195,965.00**  
**Price per Square Foot ... \$ 14.00**

**Stripping and Clearing \$ 12,969.00**



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<b>Excavation/Dirtwork</b>	<b>\$ 9,947.00</b>
<b>Water/Sewer</b>	<b>\$ 4,840.00</b>
<b>Impervious Concrete</b>	<b>\$ 6,080.00</b>
<b>Pervious Concrete with gravel base</b>	<b>\$ 98,979.00</b>
<b>Striping/Signage</b>	<b>\$ 3,630.00</b>
<b>Sidewalks</b>	<b>\$ 5,130.00</b>
<b>Dumpster Enclosure</b>	<b>\$ 5,990.00</b>
<b>Landscape/Irrigation/Sod</b>	<b>\$ 24,000.00</b>
<b>Site Electrical/Signage</b>	<b>\$ 24,400.00</b>

**BUILDING – 2,500 SQFT –**

1. Install approximately 2,500 square feet of concrete to construct the building slab.
2. Install approximately 1,850 regular masonry units to construct the east and south walls. This is to include a tie beam on the south wall.
3. Install approximately 2,295 ground face masonry units to construct the west and north walls.
4. Install approximately 200 square feet of travertine stone to the west and north walls to create a wainscot.
5. Install structural rafter, 10" purlins and metal roof system for the building. This is to include all trim, gutters and downspouts.
6. Install aluminum canopies on the west and north sides of the building.
7. Install approximately 56 lineal feet of millwork for the interior of the building. Millwork on the west wall is to be base cabinets with countertops and the main sales counter is to be a combination of traditional base cabinets and glass cabinets.
8. Install R-30 metal building insulation for the roof system.
9. Install storefront entrances and windows as shown.
10. Install (5) interior hollow metal doors with hollow metal frames. Hardware is to be as required.
11. Install all interior framing to create interior walls as shown.
12. Install approximately 1,300 square feet of acoustical ceilings. Ceiling height is to be 12'-0" above finished floor elevation.
13. Install VCT in main display area, restrooms, office and sales area. All exposed walls are to receive vinyl base.
14. Install exterior cornice molding to the west and north sides of the building.
15. Install paint to all regular exterior block, all interior drywall surfaces, interior doors and frames.
16. Install stain or sealer to all exterior ground face block.
17. Install Knox box as required.
18. Install fire extinguishers as required.
19. Install toilet accessories as required.
20. Install plumbing as shown. Plumbing is to include (2) toilets, (2) lavatories, (1) janitor's sink and (1) hand washing sink.
21. Install approximately 5-tons of HVAC equipment and ductwork as required. This also includes exhaust fans in the restrooms.



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22. Install electrical as required. Electrical is to be basic electrical as required by code and is to include the hook up of all mechanical equipment and the display coolers.

**Budget Price of ... \$ 303,890.00**  
**Price per Square Foot ... \$ 123.56**

<b>Concrete</b>	<b>\$ 17,638.00</b>
<b>Masonry</b>	<b>\$ 51,970.00</b>
• Regular Masonry	\$ 20,708.00
• Ground Face Masonry	\$ 22,716.00
• Travertine Stone	\$ 8,546.00
<b>Metals</b>	<b>\$ 45,225.00</b>
• Structural Steel/Roofing	\$ 22,638.00
• Canopies	\$ 19,562.00
• Misc Steel/Embeds	\$ 3,025.00
<b>Misc Wood Framing</b>	<b>\$ 3,734.00</b>
<b>Millwork</b>	<b>\$ 22,022.00</b>
<b>Thermal</b>	<b>\$ 4,159.00</b>
<b>Doors/Windows</b>	<b>\$ 13,159.00</b>
• Storefront/Glazing	\$ 9,831.00
• Doors/Hardware	\$ 3,328.00
<b>Finishes</b>	<b>\$ 51,345.00</b>
• Framing/Drywall	\$ 21,943.00
• Acoustical Ceilings	\$ 5,539.00
• Cornice Molding	\$ 5,828.00
• Flooring	\$ 8,655.00
• Painting	\$ 9,380.00
<b>Specialties</b>	<b>\$ 1,815.00</b>
• Fire Extinguishers/Knox Box	\$ 787.00
• Toilet Accessories	\$ 1,029.00
<b>Mechanical</b>	<b>\$ 55,733.00</b>
• Plumbing	\$ 22,966.00
• HVAC	\$ 32,767.00
<b>Electrical</b>	<b>\$ 42,090.00</b>

**GENERAL CONDITIONS –**

1. Supervision and clean up will be provided as required.



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2. McKee Construction Co. to provide roll off dumpster for construction debris and temporary toilet for construction crew.
3. Final cleaning will entail the cleaning of entire building prior to turn over to owner.
4. Temporary electrical and water are to be provided.
5. Material testing as required is included.
6. As-built surveying is included.
7. One year warranty will be provided at job completion.

**Budget Price of ... \$ 52,800.00**

**Price per Square Foot ... \$ 3.72**

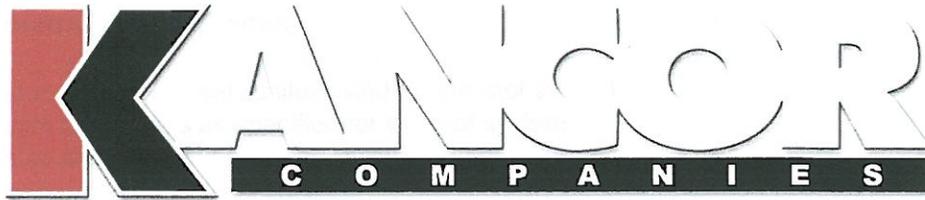
<b>Supervision/Misc. Labor</b>	<b>\$ 35,219.00</b>
<b>Surveying</b>	<b>\$ 6,776.00</b>
<b>Temporary Facilities</b>	<b>\$ 8,694.00</b>
<b>Testing</b>	<b>\$ 1,512.00</b>
<b>Final Cleaning</b>	<b>\$ 599.00</b>

**TOTALS**

<b>General Conditions</b>	<b>\$ 52,800.00</b>
<b>Site Work</b>	<b>\$ 195,965.00</b>
<b><u>Building</u></b>	<b><u>\$ 308,890.00</u></b>
<b>GRAND TOTAL</b>	<b>\$ 557,655.00</b>

**Items not included in the total budget price include the following –**

1. Any items not listed in above scope of work are not included.
2. Factory Mutual Fire Rating is not included in this proposal.
3. No permitting, impact or utility connection fees are included in this proposal.
4. No water meter fees, if required, are included in this proposal.
5. No utility relocation fees of any kind are included in this proposal.
6. No removal or disposal of any unsuitable soils, if required.
7. No removal of any hazardous waste, if required.
8. No specialties other than those listed are included in this proposal.
9. Walk in display coolers and beer cave are not included in this proposal.
10. No equipment, control wiring or wiring of equipment is included in this proposal.
11. No telephone, data or security alarm wiring is included in this proposal.
12. Builders' risk insurance is to be provided by the owner. Certificate of insurance (Including a copy of the full policy) is to be given to the Contractor prior to the start of construction. McKee Construction is to be named as additionally insured and the policy must include theft on the job site. Owner shall remain responsible any and all deductibles.



*735 Primera Blvd Suite 200  
Lake Mary, FL 32746  
Phone: 407.841.1500 Fax: 407.841.1555  
www.Kancorinc.com*

*CBC 1250139 CCC 1329001*

August 21, 2014

ATTN: Kevin Shah  
Sammy's 3, LLC  
1922 Merlot Drive  
Sanford, FL 32771

RE: **Convenience Store located at French Ave and 20<sup>th</sup> Street  
Sanford, FL**

## SITE ASSESMENT

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Dear Mr. Shah,

- The following information provided is based on an initial permit drawings dated 7/11/14.
- The scope of work is field described without invasive analysis or destructive discovery.
- This scope narrative represents interior and exterior work as defined.

## SITE WORK

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- Clear lot as required to construct parking lot and building pad.
- Install site utilities as required.
- Install site amenities as required.
- Install landscaping, irrigation and sod as required.

**TOTAL COST SITEWORK: \$203,324.00**

## BUILDING

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### Concrete/Masonry

- Install building slab as illustrated.
- Install all regular masonry, smooth face masonry and travertine tile as illustrated.

**TOTAL CONCRETE/MASONRY COST: \$76,412.00**

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## EXCLUSIONS AND CLARIFICATIONS:

We will use care in the protection of the occupants' property; such as, screens, windows, shrubbery, walkways and all other areas from damage. Owners to provide access to water for pressure washing.

It is our commitment to provide you with updates as to the progress of your project. We will provide and distribute notification to residents as well as police the area daily for trash and debris. This scope of work is based on minimal repairs and is not inclusive of balcony replacement. This scope is primarily for the corner column repairs, balcony coatings and new vinyl soffit ceiling. It is anticipated based on the current pricing structure that all balconies do not require the same level of repairs as defined in the above scope.

We will provide proper insurances (General Liability, Workers Compensation), and permit fees for this project if applicable

**Payment Schedule:** The payment schedule will correlate to the "Schedule of Values", and paid in percent complete draws.

Should you have any questions or comments, please do not hesitate to call. We look forward to being of service to you and hope to hear from you soon.

Sincerely,

*Mike Tolson*

Mike Tolson

# CONSTRUCTION CONTRACT

## SKOLFIELD HOMES, LLC

118 W. Comstock Ave., Winter Park, Fl 32789

SEPTEMBER 12, 2013

John T. Skolfield, owner  
State Cert. Residential Contractor  
License # CRC058217  
mobile 321-228-3990

Anthony B. Rizzo, owner  
State Cert. Building Contractor  
License # CBC1253395  
mobile 407-468-8918

*Mr. Kevin Shah  
Sammy's 3 LLC  
1922 Merlot Drive  
Sanford FL, 32771*

Skolfield Homes, LLC  
118 W. Comstock Ave.  
Winter Park, Fl 32789  
407-647-7730

This construction agreement entered into on *September 2, 2014* by and between Skolfield Homes LLC, hereinafter referred to as "CONTRACTOR" and *Kevin Shah*, hereinafter referred to as "OWNER".

**GENERAL SCOPE OF WORK:** *Construction of Site and Renovations of Buildings.*

### **DETAILED SCOPE OF WORK:**

#### ***SITE WORK***

1. Provide mobilization, silt fence, and construction entrance.
2. Stripping as required.
3. Excavation of existing soil as required.
4. Landscaping and Irrigation.
5. Connection for site water supply
6. Connection for site sewer supply

#### ***CONCRETE***

1. Concrete for site including: parking lot, dumpster enclosure, driveways, and sidewalks.
2. Concrete for building slab per plans.

#### ***MASONRY***

1. Concrete Masonry Units (CMU) installed on perimeter of building slab.

#### ***METALS***

1. Steel components as shown on plan.
2. Metal roofing as shown on plan.

### ***THERMAL***

1. Metal building insulation as shown on plan.
2. Interior walls and ceiling insulation as shown.

### ***DOORS***

1. Hollow metal doors (lockset and hardware included)

### ***WINDOWS***

1. Storefront aluminum windows

### ***MILLWORK***

1. Interior cabinetry is included with plastic laminate counter-tops.

### ***FINISHES***

1. VCT flooring with vinyl baseboards
2. Standard paint coating applied to all exterior walls, interior walls, door frames, and ceilings as per plans.
3. Framing and drywall
4. Flat lay-in acoustical ceiling tile

### ***SPECIALTIES***

1. Aluminum Canopies
2. Fire Extinguishers and Knox box
3. Cornice Molding on exterior
4. Toilet Accessories
5. Building Signage

### ***MECHANICAL***

1. Plumbing per plans
2. HVAC per plans

### ***ELECTRICAL***

1. Electrical per plans.

**TOTAL PRICE:** The total Contract Price which OWNER will pay CONTRACTOR for the work under this Agreement is ***WRITTEN PRICE (\$598,979.00)***. OWNER and CONTRACTOR may agree in writing to deviate from the plans and specifications or to change the scope of the CONTRACTOR's work, and all said agreements are incorporated by reference into this document. OWNER and CONTRACTOR further agree to negotiate the resulting increase or decrease of the Contract Price in good faith.

### ***EXCLUSIONS:***

1. *Any work not outlined in this the scope of work or alternates agreed hereto.*
2. *Any site signage*
3. *Fire sprinklers system*
4. *Fire alarm system*

### ***PAYMENT SCHEDULE:***

Progress payments due every month with 10% retainage.

**METHOD OF PAYMENT:** OWNER agrees to pay CONTRACTOR payments pursuant to the terms of this agreement and the draw schedule indicated herein. CONTRACTOR will send invoices to OWNER via regular mail and email. Payment is due upon receipt of emailed invoice. If payment is not received within five (5) business days after emailed invoice is sent, then CONTRACTOR may demobilize. If demobilization occurs due to non-payment then upon receipt of payment a remobilization fee of one percent (1%) of the contract price will be assessed against the OWNER.

**CHANGES IN THE SCOPE OF THE WORK.** During the course of the project, OWNER may order additional work, which will be written up as a change order clearly articulating the additional work along with the additional charges or credits. This change order will be executed by OWNER AND CONTRACTOR. There will be a \$75 administration fee for each change order executed. Likewise, conditions that would not reasonably be expected that are uncovered during the construction process and require additional work that is not outlined in the SCOPE OF WORK section of this contract will necessitate a change order to be executed as outlined above.

**PAYMENT OF CHANGE ORDERS:** Change orders are due and payable when executed if requested specifically, otherwise the additional charges, if any, will be due with the next scheduled invoice.

### **TERMS & CONDITIONS**

1. **ENTIRE CONTRACT** This Construction Contract is the entire agreement between the parties. There are no representations, promises, warranties or understandings of any kind or nature from either party to the other, except as set out herein and in the plans and addenda, specifications, shop drawings and other provisions which are a part hereof and listed as follows:
  - ***SPELL OUT PLANS, DATES, AND NUMBER OF SHEETS***
2. **EQUIPMENT & MATERIALS** CONTRACTOR shall provide the construction, services, equipment and materials specified in this Construction Contract and shall provide such equipment and materials in conformity with the plans, specifications and shop drawings. If anything in this Construction Contract is inconsistent with the plans, specifications or shop drawings, this Construction Contract shall govern and control over the plans, specifications or shop drawings.
3. **PERMITS** CONTRACTOR shall, at CONTRACTOR's expense, apply for and obtain all necessary building, occupancy and other government permits and licenses that are required in connection with the construction of this project. N/A
4. **ALLOWANCES** For various fixtures, building materials and occasionally labor there will be a specific dollar amount attached to the allowance item. Except where noted otherwise the allowance amount is for the material, tax and delivery (where applicable) only and does not include the labor to install. Typically the labor cost is included in our contract but is not a part of the allowance amount. Where the cost of the particular item chosen by the OWNER differs from the allowance amount there will be either a credit or a charge for the difference at the next scheduled draw.
5. **DELAY** The parties expressly understand and agree that time is of the essence as to this Construction Contract. OWNER agrees to refrain from any and all interference in the progress

of CONTRACTOR's performance of the work, to include any changes to the project schedule except as required for owner directed changes as documented with a change order. Should OWNER delay CONTRACTOR'S work on the Project, or any portion thereof, in any way, OWNER shall be liable to CONTRACTOR for any and all damages, expenses and losses incurred as a result of such delay.

6. **ASSIGNMENT** Neither this Construction Contract nor any interest herein may be transferred, voluntarily or involuntarily, without the written consent of CONTRACTOR.
7. **INSURANCE** OWNER agrees to carry Builders Risk insurance with sufficient limits to cover the additional cost of the work being performed. If requested, we can procure Builders Risk policy to cover the improvements at an additional charge to you. We encourage you to speak with your insurance professional to confirm adequate coverage.
8. **WARRANTIES.** CONTRACTOR expressly warrants that the equipment and materials provided for under this Construction Contract are new unless otherwise specified, conform generally to the plans and are generally fit and sufficient for the purpose intended. This warranty will commence on the date OWNER receives the equipment and materials provided for under this Construction Contract and will continue for a period of 24 (twenty four) months. CONTRACTOR agrees to pass all manufacturers' warranties on to OWNER, and OWNER agrees to look solely to the manufacturers of the various products incorporated into the project. This warranty is not assignable. All stated warranties are in lieu of all other warranties, express or implied
9. **INDEMNITY:** In exchange for Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, OWNER hereby covenants to defend, indemnify, save harmless and exonerate CONTRACTOR (as it relates to acts or omissions by OWNER, its employees, agents or suppliers), as to and from all fines, penalties, liability, claims, lawsuits, arbitrations, other claims for damages and injuries, or other losses for property damage, personal injury or economic losses, arising out of the construction, installation, equipment or materials provided by or to be provided by OWNER, its employees, agents and suppliers. OWNER further agrees to indemnify and reimburse CONTRACTOR for CONTRACTOR'S legal expenses, including attorney fees, and for other attorney fees and costs assessed against CONTRACTOR in any lawsuit, arbitration or other claims arising from any acts or omissions by OWNER, its employees, agents or suppliers related to this Construction Contract.
10. **CONTRACTOR NOT LIABLE FOR OWNER'S WORK** CONTRACTOR does not assume any liability as warrantor or guarantor of any work undertaken by OWNER. OWNER agrees to not hire any of the CONTRACTOR's current or past employees and/or subcontractors throughout the duration of this project.
11. **CONTRACT TERMINATION BY CONTRACTOR** The CONTRACTOR may terminate the contract if the work is stopped for a period of Thirty (30) days through no act or fault of the CONTRACTOR or a subcontractor, sub-subcontractor or their agents or employees or any other persons performing portions of the work under the contract with the CONTRACTOR in the case of an issuance of an order of a court or other public authority having jurisdiction or an act of government, such as a declaration of national emergency, making material unavailable.

12. **CONTRACT TERMINATION BY OWNER** The OWNER may terminate the contract if the CONTRACTOR:
- a. Fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the CONTRACTOR and the subcontractors;
  - b. Disregards laws, ordinances or rules, regulations or orders of a public authority having jurisdiction.
  - c. Fails to correct defective work or materials after written demand to do so and the passage of at least 30 business days.
  - d. Is guilty of a material breach of a provision of the contract documents.
- When any of the above reasons exist, the OWNER may, without prejudice to any other rights or remedies of the OWNER and after giving the CONTRACTOR fourteen (14) days written notice, terminate employment of the CONTRACTOR and may:
- a. Take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the CONTRACTOR;
  - b. Accept assignment of subcontracts; and
  - c. Finish the work by whatever reasonable method the OWNER may deem expedient.
- Any sums required to be paid by OWNER or CONTRACTOR under this paragraph shall be paid within Thirty (30) days after certification by the architect of the amount due.
13. **CONDITION PRECEDENT TO FILING SUIT.** Chapter 558, Florida Statutes, contains important requirements you must follow before you may bring any legal action for an alleged construction defect. Sixty days before you bring any legal action, you must deliver to the other party to this contract a written notice, referring to chapter 558, of any construction conditions you allege are defective and provide such person the opportunity to inspect the alleged construction defects and to consider making an offer to repair or pay for the alleged construction defects. You are not obligated to accept any offer which may be made. There are strict deadlines and procedures under this Florida Law which must be met and followed to protect your interests.
14. **POSSESSION** OWNER may take possession of the property upon receipt of a Certificate of Occupancy and payment of all outstanding money owed to CONTRACTOR pursuant to this Agreement. If OWNER takes possession prior to the satisfaction of the preceding conditions, the entire unpaid contract balance is immediately due the CONTRACTOR
15. **ATTORNEY FEES.** In the event that any litigation is commenced, involving, arising out of, or relating to this Construction Contract or the equipment or materials provided hereunder, the prevailing party shall be entitled to an award including taxable court costs and reasonable attorney's fees, including attorney's fees incurred in litigating entitlement to and the amount of an attorney's fee award, from time the time the proceeding was commenced until all appeals, if any are final.
16. **CHOICE OF LAW AND VENUE.** This Construction Contract shall be construed in accordance with the laws of the State of Florida, and all litigation brought under, arising out of, or related to this Construction Contract, or the equipment and materials provided hereunder, shall be governed by the laws of the State of Florida. OWNER expressly waives any right of venue in any action brought under, arising out of or related to this Construction Contract, or the equipment and materials provided hereunder. Venue for any action brought under, arising out of or related to this Construction Contract, or the construction, equipment and materials provided

hereunder shall be located exclusively in State Court located in Orange County, Florida.

17. **RADON GAS** In accordance with Section 404.056, *Florida Statutes*, the following language must be included in every construction contract for a residential dwelling: “Radon Gas: Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.”
18. **LIEN NOTICE** 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 SUPPLIERS 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 A 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.

Owner's  
signature \_\_\_\_\_ date \_\_\_\_\_

Contractor's  
signature \_\_\_\_\_ date \_\_\_\_\_