
J. C. Marshall Construction Inc.

2160 Reynard Place – Merritt Island, FL 32952

AMENDED
Construction Agreement
(Sep 26, 2014)

THIS AGREEMENT made this 07th day of October, 2015 by and between **J.C MARSHALL CONSTRUCTION, INC. (State License # CGC 016998)**, hereinafter called "Contractor" and **STEPHAN PROPERTIES OF FLORIDA INC.** hereinafter called the "Owner".

The Owner is the owner of certain real property and/or represents owners of real property located at the 415 Delannoy Ave. Cocoa Florida 32922 hereinafter referred to as "Project Site", pursuant to the terms of this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Owner and Contractor agree as follows:

Article 1. Scope of the Work

The contract price is based upon, and is limited to, the **Scope of Work and qualifications described herein; provide permitting and construction limited to the scope as outlined below. Building Design, Site Plan and Site work by Others.**

Contractor to obtain building permit, however, the permit fees and any impact fees, sewer and water tap on fees shall be paid for by the Owner.

The Contractor shall furnish all of the materials and perform all labor necessary to complete the following Scope of Work: *Exhibit "A" per plans*

CONSTRUCTION:

- Apply for and obtain all required construction permits. Fees by Owner.
- Site work, Utilities and building pad to be provided by Others
- Construct a 4" concrete 3,000 psi monolithic slab with 12" x 16" footings with (2) #5 rebar continuous as per foundation plan.
- Install / Rough-in under slab plumbing and all equipment and electrical chase lines..
- Construct ten (10) foot high CMU exterior walls with reinforced grouted cells and (2) coarse lintel beam as per plans. Install metal door jambs.
- Erect pre-engineered wood trusses, 2" x 6" sub fascia and 1/2" sheathing attached as per plans and all applicable state and local codes. Peel and Stick dry-in by Roofer.
- Install all exterior doors, hardware and windows.
- Construct all interior 3-5/8" metal wall framing and 7/8" metal high hat wall furring.
- Rough-in all wall and ceiling electrical wiring, light and junction boxes and service panels, complete plumbing wall rough-in and install all HVAC ductwork and venting.
- New 400 amp electrical Panel / Service.
- Install Roof shingles, aluminum soffits and fascia.
- Apply finished stucco texture to exterior masonry walls.
- Install ceiling and wall insulation in Kitchen, Office and Bathrooms.
- Hang, Tape, Finish and Texture all ceiling and wall sheetrock.

Phone: 877-635-0955 - Fax: 321-574-8973 - Cell: 321-693-0108

State Certified General Contractor CGC 016998 - State Certified Roofing Contractor CCC 1325755

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- Construct Firewall framing and install Fire Rated Drywall where applicable.
- Install a new 3 ton HVAC central air system. Install new supply and return ductwork in Kitchen, Bathrooms and Office. Install Bath Exhaust venting.
- Install all required handicap fixtures and accessories in bathroom.
- Install new interior doors and hardware as per plan.
- Paint all Walls without FRP and Ceilings, Doors and Trim. Epoxy coat all exposed concrete floors in Kitchen, Office and Bathrooms.
- Paint building exterior.
- Install fiber reinforced panels on kitchen and bath walls to 8 feet high. Install Quarry Tile cove base in Kitchen and Wash area.
- Install 4" Vinyl Base in bathrooms, Office and Storage area.
- Install all lighting fixtures, fans, electrical outlets, disconnects and switching devices.
- Install all bathroom dividers.
- Install all Contractors and Owner provided plumbing fixtures.
- Set 3 ton air handler and condensing unit.
- Install all overhead security doors.
- Remove all trash from site and perform daily cleanup.

CONTRACT EXCEPTIONS:

- **Contract price is based on a prepared building pad by others. Pad is to be within ½" of finished grade. This contract does not provide for fill, spread or compacting.**
- **This Agreement does not include any Restaurant, Bar and Kitchen Equipment or Fixtures.**
- **This Agreement does not include Gable Facade Finishes such as false windows, flower boxes etc. Contract provides for dried in gables only.**
- **This Agreement does not include any site utility provisions. Sewer, Gas, Water to be provided by others to within four (4) feet of building.**
- **Bar and bar equipment supplied and installed by others.**
- **Walk-in cooler, beer taps soda equipment provided and installed by others.**
- **Kitchen exhaust hood and fan and fire suppression system by others.**

• will install equipped owner kits hood, cooler, walk in etc.

Construction Contract price based on the following line item breakdowns:

<u>DESCRIPTION</u>	<u>TOTAL COST</u>
Monolithic Slab on Grade	\$ 17,500.00
Masonry	\$ 19,260.00
Roof Trusses, Sheathing, Dry-In	\$ 45,975.00
Roofing	\$ 16,800.00
Soffits and Fascia	\$ 2,250.00
Stucco	\$ 5,880.00
Exterior Personel Doors	\$ 6,250.00
Overhead Security Doors	\$ 12,800.00
Interior Furring and Framing	\$ 2,380.00
Electrical	\$ 28,000.00
Plumbing	\$ 11,600.00

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Plumbing Fixtures	\$ 2,400.00
Grease Interceptors In-Line under sink	\$ 1,180.00
HVAC	\$ 6,000.00
Insulation	\$ 2,680.00
Drywall	\$ 5,800.00
Interior and Exterior Painting	\$ 6,400.00
Interior Doors	\$ 2,400.00
FRP and Stainless Panels	\$ 4,350.00
Bathroom Accessories	\$ 1,350.00
Bathroom Dividers	\$ 4,500.00
Bathroom Vanity Tops	\$ 660.00
Epoxy Floor Coatings	\$ 3,430.00
Light Fixtures / Ceiling Fans	\$ 2,000.00
Quarry Tile Cove Base / Vinyl Base	\$ 1,275.00
Clean Up and Trash Removal	\$ 1,520.00
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Sub Total:	\$214,640.00
Overhead and Profit:	\$ 19,000.00
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Total:	\$233,640.00

Article 2. Time of Commencement and Completion

Construction work, as defined in the Scope of Work herein, shall begin within 14 days of Permit issuance and site preparation. The work described under this Contract under Article 1 Scope of Work should be completed within 18 weeks of the construction start date. Any additional work requested of the contractor outside the scope of this Agreement may take longer.

Article 3. The Contract Price

The Owner shall pay Contractor for the material and labor to be performed under the Contract the sum of Two Hundred Thirty Three Thousand, Six Hundred Forty & 00/100 (**\$233,640.00**), subject to additions and deductions pursuant to authorized Change Order.

Article 4. Progress Payments

Payments of the Contract Price shall be paid as follows:

A 10% Deposit (\$23,364.00) is due upon execution of contract to cover start up. A Second 10% Draw of (\$23,364.00) is due upon completion of concrete slab / foundation. A Third 10% Draw of (\$23,364.00) is due upon completion of masonry walls A Forth 20% Draw of (\$46,728.00) is due upon completion of truss set, sheathing and dry-in. A Fifth 25% Draw of (\$58,410.00) is due at pre-lath. A Sixth 15% draw of (\$35,046.00) is due upon completion of drywall and fixture set. A Final 10% Draw (\$23,364.00) is due upon completion of all work.

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Article 5. General Provisions

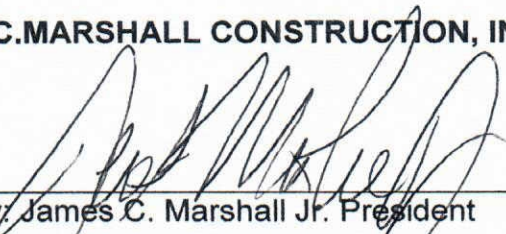
Any alteration or deviation from the above defined Scope of Work, including but not limited to any such alterations of deviation involving additional material and/or labor costs, will be executed only upon written change order for same, signed by Owner and Contractor, and if there is any charge for such alteration or deviation, the additional charge will be added to the contract price of this contract. If payment is not made when due, the Contractor, in his sole discretion, may suspend work on the project until such time that all payments due have been made. A failure to make payments under this Contract shall be deemed a material breach of this contract.

In addition, the following general provisions apply:

1. All work shall be completed in a workman-like manner and in compliance with all building codes and other applicable laws.
2. Contractor shall furnish Owner appropriate releases or waivers of lien for all work performed or delivered materials provided at the time the next periodic payment shall be due.
3. All change orders shall be in writing and signed both by Owner and Contractor, and shall be incorporated in, and become part of the contract.
4. Contractor agrees to remove all debris and leave the premises in broom clean condition at the end of each work day.
5. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, weather, casualty or general unavailability of materials.
6. Contractor warrants all work and materials under normal wear conditions for a period of 12 months following completion. Manufacturer's equipment warranties apply and will continue to their warranty's expiration.


ACCEPTED AND AGREED TO, this 07th day of October 2015, by and between the parties hereto.

J.C.MARSHALL CONSTRUCTION, INC. ("CONTRACTOR")


By: James C. Marshall Jr. President

10/07/15

STEPHAN PROPERTIES OF FLORIDA INC. ("OWNER")


By: Stephan Properties of Florida Inc. Representative

Stephan Properties of Florida Inc.
411 Magnolia Avenue
Merritt Island, FL 32952