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# J. C. Marshall Construction Inc.

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2160 Reynard Place – Merritt Island, FL 32952

## Construction Agreement

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**THIS AGREEMENT** made this 13th day of September, 2016 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 409 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:

### Kiosk 1:

#### 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. Permitting fees, 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:

#### 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 electrical chase lines if applicable.
- Construct eight (8) foot high CMU exterior walls with reinforced grouted cells and (2) coarse lintel beam as per plans.
- Form, shore, place steel, place and finish 3000 psi concrete roof slab.
- Construct all booth divider walls, knee walls, plywood counters and shelving.
- Rough-in all wall and ceiling electrical wiring, light and junction boxes.
- Waterproof and Seal concrete roof deck.
- Install 42” aluminum guard rails around perimeter of roof deck.
- Paint exterior masonry walls.
- Construct decorative roof gables as per plans.
- Frame exterior roof access staircase with 36” handrails.
- Remove all trash from site and perform daily cleanup.

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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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## CONTRACT EXCEPTIONS:

- **Contract price is based on a prepared building pad by others. Pad is to be within 1/2" of finished grade. This contract does not provide for fill, spread or compacting.**
- **This agreement does not include stucco, and electrical service. Power to be provided by a subpanel from kiosk number 2.**

**Construction Contract price based on the following line item breakdowns:**

<u>DESCRIPTION</u>	<u>TOTAL COST</u>
Permit Fees by Owner	\$ -
Monolithic Slab on Grade	\$ 3,975.00
Masonry Walls	\$ 5,935.00
Poured in Place Roof Slab	\$ 9,490.00
Construct Decorative Roof Gables	\$ 3,200.00
Stucco	\$ -
Electrical	\$ 2,200.00
Staircase Framing and Handrails	\$ 2,750.00
Painting	\$ 1,200.00
Roof Sealing	\$ 750.00
Aluminum Guardrails	\$ 4,000.00
Interior Wall Framing / Plywood Counters	\$ 2,750.00
Trash Removal and Clean up	\$ 750.00
<b>Sub Total:</b>	<b>\$ 37,000.00</b>
<b>Contractors Overhead and Profit:</b>	<b>\$ 5,550.00</b>
<b>Total:</b>	<b>\$ 42,550.00</b>

## 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 completion of site preparation. The work described under this Contract under Article 1 Scope of Work should be completed within 6 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 Forty Two Thousand, Five Hundred and Fifty & 00/100 (**\$42,550.00**), subject to additions and deductions pursuant to authorized Change Order.

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## **Article 4. Progress Payments**

Payments of the Contract Price shall be paid as follows:

**A 25% Deposit (\$10,637.00) is due upon execution of contract to cover start up. A Second 25% Draw of (\$10,638.00) is due upon completion of masonry walls. A third 35% Draw of (\$14,892.00) is due upon completion of concrete roof slab. A Final 15% Draw (\$6,383.00) is due upon completion of all work.**

## **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.

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ACCEPTED AND AGREED TO, this 13th day of September 2016, by and between the parties hereto.

**J.C. MARSHALL CONSTRUCTION, INC. (“CONTRACTOR”)**

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By: James C. Marshall Jr. President

**STEPHAN PROPERTIES OF FLORIDA INC. (“OWNER”)**

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By: Stephan Properties of Florida Inc. Representative

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