



Contract Proposal

Date: 10/27/2020

Agreement Between:

Contractor: MCS CONTRACTING, INC.

Owner: Steve Cook

License #: CBC047717

Address: 210 Woodstork Way

Address: 1500 Sebring Parkway

City,St,Zip: Frostproof, FL 33843

City,St,Zip: Sebring, FL 33870

Job Address: Same

Phone/Fax: 863-385-9403 / 863-385-0929

Phone: 863-256-5646

The contractor shall submit materials and labor to be supplied at the sole request of the owner, for work to be performed at premises listed above as "Job Address" according to the following terms and conditions.

Please note that due to COVID 19 and material shortages we are ordering materials as early as possible to avoid delays and price fluctuations. We will accommodate price increases up to 10%, any additional increases will be addressed with a change order.

You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation by the owner after the right to rescind has passed shall be deemed a material breach of this agreement and entitles Contractor to damages. This proposal may be withdrawn by the Contractor if not accepted, and the below deposit paid, within 30 days. A 3.5% convenience fee will be applied to any payment made with a credit card over the phone.

All materials are guaranteed to be as specified and to carry manufacturer's warranty. All work is to be completed in a neat and workmanlike manner. Any alteration or deviation from the above specifications involving extra labor and/or materials cost, including situations involving concealed damage or other unforeseeable events, will become an extra charge over the below agreed amount, cost plus 15%. Agreements made with mechanics or subcontractors on the job are not recognized. No statement, arrangement or understanding, expressed or implied not contained herein will be recognized.

Contractor proposes to furnish and install the above completely and in accordance with the above specifications for the sum of \$200,529.00

TOTAL AMOUNT: \$200,529.00
DEPOSIT: \$20,052.90
BALANCE: \$180,476.10

Balance of Payment to be made as follows:
Based on MidFlorida's draw schedule

Draw Schedule

10% due at contract signing
Remainder balace due based on MidFlorida's draw schedule

Owners Acceptance

The foregoing terms, specifications and conditions are satisfactory and hereby agreed to. You are authorized to do the work as specified and payment will be made as outlined above. The owner upon signing this agreement represents and warrants that he owns the aforesaid premises and that he has read this agreement.

Contractor's Acceptance

Signature of Mark Stiles
MCS Contracting Inc.

Signature of Steve Cook
Date: 10/27/2020

# Terms and Conditions

## 1. Scheduling and Start/Finish Dates

All project schedules, start dates, and finish dates are estimates. Our projects are scheduled as they are sold and ongoing projects are finished before we start new projects. This means that if a project scheduled before yours goes longer than anticipated, then it could push back the start date of your project. However, this also means that once we start your project we will finish it before moving on to other projects.

## 2. Working Times

Stewart Construction craftsmen work four 10 hour days, Monday through Thursday. Occasionally they will work on Fridays if absolutely necessary, but this is not typical. Our typical workday is from 7 a.m. to 5:30 p.m., but finish time varies based on the task at hand. If we can finish a project by working an extra hour, we may do so, but if we reach a good stopping point at 4:30 then we may quit a little early to keep the flow of work ideal.

## 3. Change Orders

Any additional work outside of the Scope of Work will be addressed with a change order. This includes additional work due to client requests, any concealed damage, unforeseen site conditions, or additional work required for local law and code compliance. Please be aware that due to the nature of remodeling, we cannot always anticipate what we will find when we start your project, which is what necessitates the use of Change Orders in some cases. If the need for a Change Order arises, we will prepare a written document that outlines the additional work or materials required, the additional working time needed, and the additional cost of the work. You will review, approve, and sign this document before any additional work is performed. If a Change Order will stop work progress, verbal approval will be accepted in order to expedite the process. A written form will be provided shortly thereafter.

## 4. Delays to the Work

Stewart Construction agrees to start and diligently work the project through to completion, but shall not be responsible for delays for any of the following reasons: 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 of the customer or customer's employees or customer's agent, acts of God, stormy or inclement weather, strikes, blackouts, boycotts, or other labor union activities, Extra Work ordered by the customer, acts of public enemy, riots or civil commotion, delays in securing building materials, imposition of government priority for allocation of materials, failure of customer to make payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized governmental bodies or for acts of independent contractors, or holidays, or other causes beyond Stewart Construction's reasonable control. In short: Things beyond our control happen sometimes and can cause delays to your project.

## 5. Clean Up/Dust Control

Stewart Construction will install temporary dust control measures as appropriate. This can include drop cloths, temporary plastic barriers (Zip Walls), floor runners, and covering furniture/fixtures with plastic. Despite all of these protective measures, construction is messy and a certain amount of dust is inevitable and expected on all remodeling projects.

## 6. Insurance/Worker's Compensation

All Stewart Construction employees and subcontractors are covered under worker's compensation. In addition, Stewart Construction has a \$1,000,000 liability insurance policy and any subcontractors also have their own separate liability policies, for your protection.


## 7. Code Compliance

Stewart Construction will acquire any necessary permits for your project and will comply with all local, state, and federal laws including the current Florida Building Code. Permit costs are included in your contract price unless specifically stated otherwise, or if permitting is the result of a change order.

## 8. Payment Terms

Stewart Construction requires a deposit, specified on the first page of the contract, before scheduling any project. Depending on the size, complexity, and timeline of the project, we may also require draw payments at certain project milestones. Once the project is complete, we require final payment within 10 days of the final invoice date. 1.5% interest per month is added to any invoices unpaid after 30 days, in accordance with Florida Law.

Customer Signature: \_\_\_\_\_



Date: \_\_\_\_\_

10/27/2020



October 27, 2020

**Specifications for Construction of a New Home for  
Steve Cook based on print dated 10/1/2020**

Living area: 875 ft.<sup>2</sup> living

garage: 324 ft.<sup>2</sup>

front porch: 176 ft.<sup>2</sup>

**Specifications for Construction**

**A. Permits and Insurance**

- 1) Septic permitting and engineering
- 2) Driveway permitting
- 3) New house construction permitting
- 4) New drinking water well permitting
- 5) Builders Risk Insurance

**B. Architectural and Engineering**

- 1) Truss engineering
- 2) New house plans drawing by design contract with Stewart Construction

**C. Site work**

- 1) Lot clearing by homeowner
- 2) Site pad and driveway fill by Stewart Construction

**3) Final grade by Stewart Construction**

**D. Concrete and masonry**

- 1) Monolithic foundation**
- 2) All exterior walls to be 6" Foxblocks ICF**
- 3) Driveway, sidewalk allowance \$3,000.**

**E. Carpentry**

- 1) All interior walls to be 2 x 4 framing 16 inch on center**
- 2) Prefinished aluminum fascia and vinyl soffit.**
- 3) Interior walls and ceilings to be drywall with light orange peel finish.**
- 4) Interior doors to be six panel Colonial solid core doors**

**F. Roofing**

- 1) Manufactured wood trusses 24" on center.**
- 2) ½" plywood sheathing.**
- 3) Peel and stick underlayment.**
- 4) PermaShield, Standing Seam, 26 Gauge, mill finish roofing panels.**

**G. Windows**

- 1) PGT, SH5500 Vinyl, Impact, insulated, white Low E windows**
- 2) Interior wood windowsills**

**F. Exterior Doors**

- 1) All three exterior doors to be fire rated, gray, flush steel prehung commercial doors with welded frames including deadbolt and hardware. The third exterior door is the door leading to the garage.**
- 2) Two Anderson, 3000 series white aluminum storm doors. Doors to include Anderson easy install handle-set in nickel finish.**
- 3) One Plexidor Wall series Large Pet door in white.**

- 4) Garage door to be Clopay Premium Series model 9203, long panel, white, steel back, insulated, impact rated with a lift master, half horsepower belt drive Wi-Fi opener and one remote

#### H. Trim

- 1) Interior trim to be finger joint pine with colonial base.
- 2) All closets to have ventilated shelving
- 3) mirror in the bathroom to be a 29" x 35" framed, rectangular bathroom vanity mirror in brushed nickel by Deco Mirror.

#### I. Insulation

- 1) Icynene foam insulation on the AC roof deck including all living space and the garage.

#### J. Plumbing

- 1) Septic allowance of \$4,500.
- 2) Potable water well allowance \$5,000.
- 3) Water heater to be Rheem performance platinum 40 gallon, 10 year high-efficiency Smart tank water heater.
- 4) Kitchen sink based on Kraus, Standard Pro, under mount stainless steel 28 inch single bowl kitchen sink
- 5) Vanity faucet, based on Glacier Bay Mandouri, center set two handle, LED high arc bathroom faucet in brushed nickel.
- 6) Kitchen faucet, based on Kraus, single handle, pulldown sprayer kitchen faucet in all bright stainless steel and matte black.
- 7) Bathroom toilet, based on American Standard Cadet Three, decor tall height single flush, elongated toilet in white.

**K. Heating and Air Conditioning**

- 1) 16 Seer, Comfortmaker 1.5 ton, with heat pump. Based on spray foam insulation and air-conditioned attic space.
- 2) Air handler in closet on metal stand

**L. Electrical**

- 1) 200 amp service
- 2) Underground service
- 3) Contractor will pre-wire for generator and well. (not on print)
- 4) Contractor will pre-wire for cat six cable and satellite systems.
- 5) One Vogue plus, 60 inch integrated LED indoor outdoor, brushed nickel BN-1, ceiling fan with light and remote control in the living room.
- 6) Both bedrooms to receive Captiva, 52 inch, LED, satin steel ceiling fan and light with remote control.
- 7) Garage lights to be LED shop lights with an allowance of \$159.99
- 8) Laundry room light to be a LED shop light with an allowance of \$29.98
- 9) Bathroom light above vanity to be in Allen & Roth Brighton, 4 light nickel LED light.
- 10) Can light above shower to be waterproof.
- 11) Motion lights at the garage and by the back door (not on print)
- 12) Ceiling light in bath (not on print)

**M. Flooring**

- 1) Flooring in the house based on the Vineyard Collection, luxury vinyl plank, in the Chardonnay color.

**N. Cabinets**

- 1) Forevermark, Shaker Collection, in the Ice White color, to include dovetail, full extension and soft close drawers, soft close hinges. Cabinets also to include a Lazy Susan in place of the pantry cabinet. Countertops to be Cambria quartz,

**Britannica Matte in the Luxury Series. 3 cm thick with half bullnose edge. See design**

**O. Paint**

- 1) Exterior wall paint, based on Behr Marquis Exterior, in the Jet White color, QE-01**
- 2) Exterior trim, based on Behr Marquis Exterior, Barcelona Brown, QE-31**
- 3) Interior wall color, based on Glidden Natural Wicker, interior satin base?, 30YY 67/084**
- 4) Interior trim and ceilings based on Glidden, semi-gloss?, Flat White, GLN900-05**

**P. Miscellaneous**

- 1) Install one complete mailbox system, using the Mail Boss product, to include newspaper holder, high-security mailbox, and the galvanized steel inground post all in bronze.**
- 2) Tile in the shower to be based on Crossville Cadet White, 12" x 24" for the walls and 2' x 2" for the shower floor.**

**Q. Owner To Provide**

- 1) All landscaping,**
- 2) Landscape irrigation**
- 3) Gutters if needed**
- 4) Temporary electric and service to the home.**
- 5) Impact fee required by Polk County**

**R. Allowances**

- 1) Grading, driveway apron and driveway fill, building pad, and shell rock driveway allowance of \$7,000.**

- 2) Potable water well, allowance of \$5,000
- 3) Septic Installation, allowance of \$4,500
- 4) Driveway and sidewalk allowance of \$3,000

**Draw schedule**

10% due at contract signing and balance of project to follow MidFlorida's draw schedule.

**Contract Amount \$200,529.00**