



XYZ CONSTRUCTION COMPANY
79-98 148 Street
Bayside N.Y. 11332
XXX XXX-XXXX
License # XXXXXXXXXXX

CONTRACT FOR WORK

October 12, 2000

Submitted by:

XYZ Contracting
78-98 148 St.
Bayside Fl. 11332
Business: xxx xxx-xxxx
Mobile: xxx xxx-xxxx

Submitted to:

Mr. & Mrs. XXXXXXXX
12-40 XXXXXXX St. Apt. XXX
Bayside Fl. 11332
Client's Cell: XXXXXXXXXXX

THIS AGREEMENT made this 12th. Day of October,2000, by and between XYZ Contracting, hereinafter called the Contractor, and Mr. & Mrs. XXXXXXXX hereinafter called the Owners.

WITNESSETH, that the Contractor and the Owners for the considerations named agree as follows:

ARTICLE 1. SCOPE OF THE WORK

The Contractor shall furnish all of the materials listed below and perform all of the work described below as it pertains to work to be performed on property located at: 12-40 XXXXXXXXX St. Apt. XXX, Bayside Fl. 11332.

Project Description & Cost Breakdown Information:

Preparation Date: October 11, 2000
Kitchen Remodel
12-40 XXXXXX St. Apt. XXX
Bayside Fl. 11332

General Project Contents

Category	Description	Total
GENERAL DEMOLITION & RUBBISH REMOVAL	<p>General Interior Demolition, Rubbish Removal, Periodic & Final Clean Ups</p> <p>Remove and discard the following:</p> <p>KITCHEN</p> <p>Existing Kitchen cabinets. Existing Kitchen countertops. Existing Refrigerator (After new kitchen is completed) Existing Dishwasher & Stove. Microwave to remain until we install the new microwave, then it shall be removed and placed on the table so owner can use it for now. Remove all existing framing & and gypsum necessary from back and side of existing knee wall which houses plumbing for kitchen sink. Existing wall framing to remain at new lowered height of these walls and shall conform to our new countertop installation. Remove all existing outlets and cover plates at kitchen backsplash on each side of the existing kitchen sink. These outlets shall be relocated or capped off during the actual construction.</p> <p>All Labor to complete all demolition is included in this proposal along with the initial carting of all debris from premises, disposing rubbish at the dump, periodic, and final clean-ups.</p>	
ELECTRICAL WORK	<p>Electrical work to be completed by licensed electrician in the state of Florida</p> <ol style="list-style-type: none">1. Supply and install 1 new Decora switch which shall operate 2 new high hats in soffit above new countertop located at each side of the new sink. Exact location and spacing to be determined during the actual work. Color shall be standard white.2. Supply and install One high hat on each side of sink. (A total of 2 high-hats). Exact location to be discussed with owner prior to exact placement. This work includes all wire, connections, and two LED high-hat fixtures. The color of fixtures shall be standard white.3. Supply and install 2 new outlets on walls as discussed. The existing backsplash outlets on each side of the sink shall be relocated to the points we discussed, which is the side wall on the walkway side and inside the small wall towards the corner of the kitchen. This includes all wiring, outlets, and cover plates. Color shall be standard white.4. Install owner supplied kitchen light fixtures. One is a pendant over the table and the other is a surface mounted ceiling fixture. Both fixtures shall be hooked up to the existing junction boxes which already exist in the concrete deck of the kitchen ceiling.5. Supply and install any labor and material that may be necessary in order to relocate the existing 220-240 stove to align with alcove in back of new stove. We may or may not need to move this outlet. If so, it's included in this project.6. Also, just as a reminder we must keep the total height of the new refrigerator at no higher than 71". This includes the hinge. So, from the floor to the top of the hinge must be no higher than 71". The one you already selected will work fine because the back portion of the refrigerator is only 69 inches high and the cabinet above is 12" deep so the hinge will not interfere with this at all. <p>WE ARE NOT RUNNING ANY NEW CIRCUITS ON THIS PROJECT. NEW LINE FOR NEW HIGH-HAT LIGHTING IN SOFFIT SHALL BE RUN OFF OF EXISTING ELECTRIC WHICH IS LOCATED INSIDE OF THE WALL THAT WE ARE CUTTING DOWN TO A LOWER HEIGHT.</p>	

General Project Contents

Category	Description	Total
PLUMBING WORK & APPLIANCE INSTALLATION	<p>Plumbing work to be completed by a licensed plumber in the state of Florida.</p> <ol style="list-style-type: none"> 1. Supply and install all new speedy valves for hot and cold water at the kitchen sink, as well as the hot water line for the dishwasher and cold water which feeds the water to the refrigerator. The existing valves you have shall be replaced to ensure that you can achieve a 100% shutdown of your water from under the sink in the future should this be necessary for any reason. Just so you understand, to replace these valves, we will need to shut off your main valve in the closet which feeds the water to your apartment. Should this main valve be defective and need replacement because it doesn't shut the water down 100% there would be additional charges to do this work. I know we discussed this but left it out for now. Should we decide to replace this valve there would be additional charges of approximately \$700.00. We would need to shut off the water to all the apartments in your line which means this work would need to be scheduled and the other residents notified prior to completing this work. When we shut down your water from your existing main valve I will determine if you really should replace it or not. This could always be done down the road as well. 2. Install owner supplied Kitchen faucet for kitchen sink. Should you desire a soap dispenser you will need to purchase that along with your kitchen faucet. The finish should match the finish of the faucet. If we are using a brushed nickel faucet, then we need to use a brushed nickel soap dispenser. It is completely up to you whether you want a soap dispenser or not. You will make your final decision if it's not made already at the time of purchase of your faucet. Your faucet should be a one-hole faucet design. 3. Supply and install all new waste piping for kitchen sink from point where the waste runs in the wall to the fixture itself. Basically, a new trap, tailpipe, and portion of waste line for the kitchen. All necessary plumbing is included in this proposal to hook up the new kitchen sink. 4. Install owner supplied garbage disposal on new single bowl owner supplied 30" stainless steel sink. 5. Install owner supplied dishwasher at same location as existing. All fittings necessary to install are included. 6. Hook up existing 3/8:" water line which is located behind the refrigerator to new refrigerator. 7. Install all appliances in place, Refrigerator, Stove, Dishwasher, and microwave. The owner shall supply and have delivered all appliances to the premises. Home Depot shall install the cord on the new stove when they deliver the appliances. They shall also remove the old refrigerator from the premises on the same day. Also, they should bring an electrical cord for your dishwasher. 	

NOTE: All plumbing fixtures shall be purchased by the owner.

KITCHEN CABINETS, COUNTERTOPS, & BACKSPLASH	<p>Kitchen Cabinets</p> <ol style="list-style-type: none"> 1. Contractor to Supply and install RTA Framed Standard White kitchen cabinets as per approved drawing and image attached to this agreement. Shaker door style all wood cabinets with white interior. 2. 1/2" Plywood boxes. 3. Soft close doors and drawers. 4. Garbage Bin (Inside 12" Cabinet for Trash) B12 5. Pantry WITH 4 CUSTOM ROLL OUTS 6. (84" Tall Pantry, 30" Upper Wall Cabinets & 12" high wall cabinets above microwave and refrigerator. All wall cabinets are 12 inches deep. The kitchen cabinet layout and sizing are exactly the same layout and sizing as the existing kitchen with the exception that we are now removing the blind panel in the corner of the wall cabinets and replacing that panel with a useable cabinet. We are also removing the 12 inch hanging cabinets hung from the soffit over the sink to open that area. There will not be cabinets in this area any longer after the work is completed. The exact layout is as per attached drawing. 7. Supply and install Valley White Quartz 2 cm countertops at all base cabinets 	
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General Project Contents

Category	Description	Total
STONEMWORK	in kitchen. (Image attached to this proposal). This will be the one single 15" wide piece to the right of the stove on the drawing and the complete L shaped run of cabinets as shown on the drawing. The new L shaped counter shall extend over the knee wall behind the cabinets approximately 8-9 inches. In total we are adding an additional 4 inches that will extend out further than it does now.	
	8. Supply and install a new quartz backsplash out of the same material as the countertop. The new backsplash shall run all the way from the corner of the wall to the end of the cabinet run on the stove wall. This is approximately an 8 ft. run. We shall also install this same stone on the small piece of wall in the corner where the switch for the garbage disposal is located as well. This wall is about 14". The backsplash itself will be 18" tall and run from the top of the countertop to the underside of the new cabinets and microwave. All exposed edges shall be polished flat edges. The edge on the countertops shall also be a polished flat edge.	
	9. Install owner supplied stainless steel undermount 30" sink in new quartz top after fabrication.	
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ALL INTERIOR CARPENTRY, PAINTING, ETC.	1. Supply and install labor and material to modify the height of the knee wall to be the same height as the kitchen base cabinets so we can install the new countertop flat with the overhang into the other room.	
	2. Supply and install labor and material to skim coat all areas of knee wall at kitchen which need skim coating after the wall has been modified. We shall repaint this wall with owner supplied paint if they have it. Owner may decide to change the color, if so, we shall paint this wall the new color they desire. The same applies to the kitchen walls. Should you desire to paint the kitchen a different color you can supply the paint and we will paint it for you at no cost to you. All areas mentioned above to receive one coat of primer and two coats of paint.	
	3. Paint kitchen ceiling with ceiling white paint. It will be necessary to paint the entire kitchen ceiling. There will be marks on the ceiling from the cabinets we are removing over the sink as well as under the kitchen light fixtures.	
	4. Install new flat molding at underside of new kitchen counter at knee wall. This molding can be painted white or the same color as the wall. We can decide this during the actual work.	
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Grand Total:		\$27,300.00

The contractor shall supply all labor and the following building materials below to complete the above scope of work. Owner shall supply all other items.

- 1. All tools and equipment to perform the work.**
- 2. All kitchen cabinets.**
- 3. All quartz for kitchen backsplash.**
- 4. All quartz counters for kitchen tops.**
- 5. All 2x4 Studs needed to reconfigure kitchen knee wall.**
- 6. All ½" to patch gypsum for knee wall behind kitchen cabinets.**

Category	Description	Total
	<p>7. All compound, plaster, etc. to skim coat knee wall where it may be needed.</p> <p>8. All sanding equipment to sand knee wall prior to painting.</p> <p>9. All rough electrical materials including all new outlets, switches, and cover plates. All Decora type. Color is White.</p> <p>11. All rough plumbing materials to hook up kitchen sink, faucet, dishwasher, water for refrigerator, and new valves under the kitchen sink. 4 new valves, hot and cold for faucet, hot for dishwasher, and cold for refrigerator line.</p> <p>12. All construction adhesives, thinnest mortar, and caulking.</p> <p>13. All nails, screws, and fasteners.</p> <p>14. 5 LED Hi Hat Light fixtures in soffit above counter. One on each side of the sink.</p>	

The following items are not included in the pricing of this contract and shall be supplied by the owner for the contractor to install.

1. All appliances in kitchen. Refrigerator, dishwasher, stove, and microwave.
2. Kitchen sink and faucet.
3. Garbage disposal.
4. Paint for Knee wall or we will supply this if necessary.
5. All handles or knobs for kitchen cabinets. (You must have these in your apartment before October 24th.)
6. Hanging pendant for light over kitchen table.
7. Center ceiling flush mount fixture for kitchen ceiling in place of existing.

APPROXIMATE GENERAL ORDER OF COMPLETION

- A. Demolition.
- B. Cap valves under kitchen sink and reconfigure waste line where necessary.
- C. Install new rough electric for new high hats with switch, relocate outlets which are currently in backsplash on each side of sink as we discussed, remove ceiling light fixtures. Electrician to come back when we are ready to install the new high hats, the pendant, flush mount kitchen ceiling fixture, the switch for new high hats, new outlets and cover plates for new outlets which were relocated into the walls.
- D. Patch and or skim coat knee wall where necessary prior to painting.
- G. Paint knee wall and kitchen ceiling. Should you want to change the color of the kitchen walls we will paint them for you at no cost.
- H. Install kitchen cabinets.
- I. Template for kitchen counters.

General Project Contents

Category	Description	Total
	J. Install all kitchen cabinets and counters.	
	K. Install kitchen backsplash.	
	L. Install all kitchen appliances, install valves under sink, hook up sink, refrigerator water, and garbage disposal.	
	M. Complete any remaining work.	
	OUR WORK HOURS SHALL BE FROM 9 AM UNTIL 5 PM. WE WILL NEED ACCESS TO THE APARTMENT AT VARIOUS TIMES THROUGHOUT THE WORK. I WILL DISCUSS WHAT WILL BE HAPPENING AND WHEN THROUGHOUT THE PROJECT WITH YOU SO YOU KNOW EXACTLY WHAT IS HAPPENING AT ALL TIMES.	

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced on or about October 17 - 19th. 2000 and shall be substantially completed on or before (3 to 4 weeks after start date). Time is of the essence. The completion time of this project is approximately 3 to 4 weeks. Should the project carry on past this time frame due to contractors' negligence or simply not showing up for work and putting in full days of work there will be a **penalty to the contractor of \$150.00 per day that he is absent from the project.** (This must be due to the contractor's negligence, unavailability of materials, waiting for materials and other legitimate reasons are perfectly acceptable).

ARTICLE 3. THE CONTRACT PRICE

The Owner shall pay the Contractor for the material and labor to be performed under the Contract the sum of \$27,300.00 (Twenty-Seven Thousand Three Hundred Dollars) subject to additions and deductions pursuant to authorized change orders. (All Payments Shall Be Made Out to XYZ Contracting)

ARTICLE 4. PROGRESS PAYMENTS

Payments of the Contract price shall be paid in the manner following: The sum of (\$17,000.00) (Seventeen Thousand Dollars) at signing to order cabinets and quartz counters, This payment shall be split up into two payments of \$8,500.00 each. One at signing (October 12th. and the other on October 14th.) Then (\$5,000.00) (Five Thousand Dollars) shall be paid on October 26, 2022, when demolition is complete, all debris have been removed, valves have been capped at kitchen, waste line has been reconfigured, knee wall has been cut down to correct size, all rough electric has been completed, skim coating is complete on knee wall and kitchen cabinets have been delivered and installed. (Cabinets shall be delivered on October 24th. And installed on October 25th.) and the remainder of (\$5,300.00) (Five Thousand Three Hundred Dollars) upon completion of all remaining work. Please understand that we will need to wait 2 to 2 ½ weeks for the countertops to be fabricated and installed. Once they are installed, we will only have 2 to 3 days of work left to get you finished up. The plumber comes back to hook up your faucet, sink, garbage disposal, water line for your refrigerator etc. All appliances will then be put into place. The electrician comes back to finish up his work and we are done. Your appliances are scheduled for delivery on November 7th.

ARTICLE 5. GENERAL PROVISIONS

1. All work by the contractor shall be completed in a workmanship-like manner and in compliance with all building codes and other applicable laws. All plumbing & electrical work shall be completed by licensed plumbers and electricians in the state of Florida.

2. To the extent required by law all work shall be performed by individuals duly licensed and authorized by law

to perform said work.

3. Contractor may at its discretion engage subcontractors to perform work hereunder, provided Contractor shall fully pay said subcontractor and in all instances remain responsible for the proper completion of this Contract. Should contractor default on any payment to any subcontractor, the owner and has no responsibility or liability to any said subcontractor. Should any action arise from said default it is the sole responsibility and liability of the main contractor. Contractor shall be responsible for any legal fee's owner would incur defending any action arising from contractor's default.

4. Contractor guarantees that all materials shall be paid for from client's deposit and workmen shall be paid for their services.

5. All change orders shall be in writing and signed both by the Owner and Contractor. It is understood up front that there may be some minor changes to the designer's layout drawings or details on a few items concerning the overall scope of work.

6. Contractor and any sub-contractors used warrant that they are adequately insured for property damages which could occur to the owner's property because of the acts of Contractor as well as Workers Compensation insurance unless exempt. A Renovation form must be submitted and approved by the building management.

7. Contractor shall at its own expense obtain all permits necessary for the work to be performed should permits be necessary.

8. Contractor agrees to remove all debris and leave the premises in broom clean condition every day.

9. In the event the Owner fails to pay any periodic or installment payment due hereunder, Contractor may cease work without breach pending payment or resolution of any dispute.

10. The contractor shall not be liable for any delay due to circumstances beyond its control including strikes, delivery problems, casualty, general unavailability of materials, long lead times of materials, or un-cooperation of anyone involved. Contractor can not work on any Holidays. These days shall not be included in the 3-to-4-week completion time frame stated in this agreement. The actual start date of the project shall be the date when this time period begins.

11. Contractor warrants all work for a period of 12 months following completion. Warranty shall commence the day contractor receives final payment from owner for all work.

12. Contractor warrants that he shall complete the above stated work in the time frame listed in this contract. He further states that he shall do everything in his power to complete the work as quickly as possible. He/and or his workers shall be on your job, Monday - Friday from 9 a.m. to 5:00 p.m. from start to finish during the time frames listed in this proposal unless there are specific circumstances that legitimately prevent this.

ARTICLE 6. OTHER TERMS

Our work hours shall be Monday - Friday 9:00 A.M. to 5:00 p.m.

Signed this -12th. Day of October,2000.

Signed in the presence of:

Owner

By _____
Contractor

Owner or Witness

