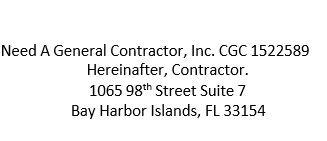
Construction Proposal

This agreement is made between **Need a General Contractor, Inc.**, hereby referred to as Contractor throughout this agreement, and Bid for Address:

**folio:**

**Owner(s):**

Hereinafter, hereby referred to as

Owner’s. throughout this agreement.

**Owners Address:**

**Email:**

**Phone:**

**Project:**

**Proposal/Contract effective Date:**

Proposal/Contract

Below you will find the key components of our construction project proposal. If you are satisfied with these terms, we will provide you with a complete contract that includes many legally required disclosures and other general contract terms.

The complete contract will have substantially the same terms as shown below unless you request a change to the scope of work or another adjustment to the terms found below.

The scope of work below includes labor and materials included by Contractor at the stated contract price. The scope of work also details further payments that Owner shall be responsible for. If any labor or materials are not explicitly included in the below scope of work, then Contractor shall not be responsible for such labor or materials. Contractor will provide services, labor and materials only as described in scope of work. Drawings are not included as a part of this contract unless otherwise explicitly stated.

Disclosures: Please read the following information carefully.

The cost of all permits will be paid by owner. Owner is responsible for the cost of all permits, plans, certificates, affidavits, liens, violations, engineering, architectural work, Notice of commencement, surveys, all city and applications fees, re-occupancy fees, all miscellaneous expenses and any other expenses not explicitly included in the scope of work. All handling/managing of city paperwork, inspections, management, and submittal of documents seeking building department/Association approval are also Owner’s responsibility.

The price below includes filling the city application to start the process with the building department. Any further visits or submittals of plans or documents to the city are not included. Owner will be required to pay in advance for these services. Owner is required to pay for any trades, sub-contractors/laborer payments, costs of materials, any installation of material or products, soil, fumigation, asbestos removal, disposal of garbage, disposal of construction/demolition debris including garbage created by contractor’s work or existing on the property (unless the contract explicitly states that such labor is included).The above detailed services and costs are not included in the contract price unless the scope of work explicitly states that such services or costs are included. The owner agrees to pay extra expenses for these services or costs as necessary. CONTRACTOR can provide owner with a separate cost for these services in an additional contract and/or change order.

All necessary permits and any trades will be paid by owner. Including, but not limited to building, mechanical, electrical, plumbing, roofing and other construction permits or fees, as well as the notice of commencement. Owner will also be responsible for the handling/managing of city paperwork and inspections. Owner is responsible for and required to maintain records of worker’s compensation and liability insurance for any sub-contractors/laborers working in or on the property.

Price does not include construction, reconstruction, demolition, or any minor/major repairs or replacements to existing units/buildings or any form of new construction unless explicitly stated otherwise. Once the plans have been approved by the city, Contractor will provide labor and materials as detailed in scope of work, any labor not explicitly detailed in the scope of work is not included. Contractor’s proposals subject to change depending on requirements imposed by the city, once the city has reviewed the plans and approved them, Contractor will provide a change order showing any additional costs necessary to complete the project if applicable. Owner will pay for these changes as described in the change order.

Furthermore, this proposal does not include: The cost to purchase, rent or install any equipment or appliances of any kind, materials, fixture items, smoke detectors, electrical panels, counter tops, back splash, shower doors, doors, windows, or glass walls are not included in this proposal. This proposal does not include painting or priming of any kind, including the repair, or painting/priming of walls (including walls damaged or cut open by Contractor when Contractor determines such actions reasonable to complete the overall scope of work)

Such painting and repairs are the sole responsibility of Owner and any undertaking by Contractor to paint or perform repairs of said nature or perform any finishing/detailing work must be explicitly included in the scope of work or a change order and initialed separately to be validly binding against Contractor. This proposal does not include the cost of cabinets or furniture, including the assembly, demolition, or installation of cabinets/furniture. Crown molding/baseboards or their installation, flooring or the installation of flooring including tile/wood/laminate flooring (even if flooring is demolished by Contractor when Contractor determines that such actions are necessary to complete the overall work). Insulation materials or their installation, compaction tests or any other report required or requested by the city/Owner, fumigation, A/C ducts, commercial or industrial equipment. Air extractors or their installations/calculations. Any kind of decorative or fixture item will be provided by Owner and will only be installed if explicitly included in scope of work. We do not deliver appliances, showers doors or counter tops. All work areas must be cleared by Owner allowing for ease of access and a safe work environment. If work areas are not cleared by Owner and Contractor faces a delay or cannot work in said areas, then Owner will owe Contractor damages for creating a delay. If Contractor needs to clear work areas and it is not included in scope of work, then Contractor will provide Owner with a change order pricing the clearing of work areas. CONTRACTOR can provide owner with a separate cost for the above services in an additional contract and/or change order.

Scope of work may change based on conditions shown in plans or requirements imposed by the city building department or association. If the City or association orders changes to the plans to meet different codes, Owner will be required to sign a change order and pay any additional costs. Any changes to the work or contract price will be handled through a change order. Price will be adjusted if the final plans show work different than what has been quoted in scope of work. Furthermore, any plans submitted must be approved by the city before any remodeling/construction can begin.

Owner agrees to and is informed of the following:

Owner is required to maintain receipts of any items purchased (doors, windows, insulation materials, tiles, etc.) and provide these receipts to CONTRACTOR for CONTRACTOR’s records. CONTRACTOR is not responsible if the removal or replacement of existing cabinets, fixtures or materials causes damage to the cabinets, fixtures, materials or the surrounding flooring, walls, etc. CONTRACTOR always recommends installing new fixtures, cabinets or materials. Attempting to reuse or reinstall cabinets, fixtures or materials is likely to lead to unnecessary damage which is likely to cost Owner more money to repair later through a change order. All materials will be as specified or equivalent, and the scope of work to be performed will be in accordance with the drawings and specifications submitted for scope of work (including only the work detailed in the scope of work). Any alteration or deviation from the contract plans and specifications involving additional or extra cost will be executed only upon written change order. Owner’s refusal to comply with or respond to a change order within a reasonable time of five (5) days will be treated as a material breach of contract and Owner will pay Contractor liquidated damages of $100 per day of breach starting on the sixth (6th) day (liquidated damages are equal to the reasonable cost of Owner’s delay).

Before starting any outdoor installation or work, Owner must define and set markers to declare the property line and remove any obstacles that might interfere with installation or labor. It is basic assumption of this proposal relied upon by Contractor that there are no unusual conditions in the area, and that the fence or any construction/labor should follow the ground line unless otherwise specified. Owner will provide CONTRACTOR with an updated copy of the survey. If not available, Owner is responsible to pay for a new, actualized survey. Owner must inform CONTRACTOR of any underground wires, sewers, pipelines, septic tanks, sprinklers, drainage fields, and any other underground property. Contractor is not liable for damages to the above. CONTRACTOR does not take responsibility of any damage caused to personal property or underground property during installation. CONTRACTOR is not responsible for damages to any trees, shrubs, plants, grass, knots, dividers, warps, doors, etc. which are located on or near the path of the fence or work area.

Contractor is not liable for damages to any of the above. Owner guarantees that he is the owner (or an agent duly authorized by the owner of the property) and that any of the materials/labor/services that Owner hires a third party to install, transport, or otherwise involve in Owner’s project is the sole responsibility of Owner whether based upon this contract or any other contract signed by Owner (including but not limited to subcontractors, handymen, service providers, distributors, etc.) Any defects to labor, installation or material quality are Owner’s responsibility. Payments that are not made directly to Contractor will not be considered as payments to Contractor and will not be subject to any form of reimbursement, refund, or warranty. Owner agrees that Contractor’s liability to Owner is limited exclusively to damages in the amount of this contract based on payments received by Contractor. Market price of the work or other forms of damages is not to be considered. CONTRACTOR is not responsible for any damages that occur to the work or area due to weather conditions or natural disasters.

Applicable to Owners fixing violations and/or with plans awaiting approval by building department and/or association.

Contractor will provide owner with the documents necessary to apply for a master building permit or a change of building contractor in order to resolve unclosed building permits. Contractor will complete association packet necessary and send the packet to homeowner’s association in order to fulfill requirements to begin legalization of any completed work or application with the city building department. Any other trades needed will be pulled and paid for separately from this contract. Owner is responsible for handling all city inspections. Contractor is not required to be present for any inspection, unless specified in scope of work. Any inspections that Owner requests Contractor to be present for will require an extra cost per inspection. The city may require the owner to demolish the property or allow the owner to salvage parts or the whole property. Contractor has no influence on the city’s decisions.

Scope of work

Below is the applicable scope of work. Any work depicted by a plan that is not explicitly included below is not included in the contract price and must be priced separately. This is true regardless of which party prepared the drawings.

Project cost and payment schedule

Documents will not be submitted to the building department until final payment has been received. Any checks must be made payable directly to Need a General Contractor, Inc.

Liability Cap: Owner and Contractor agree that any liability owed to Owner by Contractor is expressly limited to the amount of money Owner pays directly to Contractor. The value of the entire service is not to be considered in calculating the liability cap because part of the value of services is often paid directly to a subcontractor/employee and any recovery for said services will be exclusively from the subcontractor/employee. Furthermore, if the cost of materials is being paid by Owner then the cost of materials has no influence on any liability on the part of Contractor in any way. Loss of materials due to use or misuse of the materials is a foreseeable incident and the parties expressly agree that Contractor/Subcontractor/Employees are in no way liable to Owner for any loss of materials.

Limitations on recovery of incidental damages: Neither party shall be liable for any special, indirect, incidental or consequential damages of any nature, including, without limitation, loss of profits, loss by reason of shutdown, and loss of use or interest.

Damages limited to insurance: If a court in any way finds that Contractor is liable for more than the liability cap discussed above the damages will be limited as follows. The Contractor shall not be liable to Owner in any amount in excess of the currently maintained professional liability insurance coverage carried by the Contractor and only to the extent that the Contractor’s insurance is willing to pay out.

The above estimates/contract is to be used for work done directly with the company **“Need a General Contractors Inc.”**. We are providing the above estimate in good faith that if it is used in court proceedings in order to justify compensation for damages of any kind then the work to remedy these damages shall be contracted to Contractor at the above stated prices in a timely manner after award of the above mentioned compensation.

I understand that upon signing this proposal becomes a binding contract. I have read this document including all attachments and I accept the prices, specifications, project terms, notes, standard terms, general conditions, owner release of lien, scope of work and exclusions as stated.Please contact me at (786) 985-6733 in order to accept this proposal, ask for any edits, or add additional services. Please read this proposal carefully and feel free to call or email us with any questions or concerns. This proposal is valid for seven (7) days beginning on the delivery day.

Owner's Signature Date

Owner's Signature Date

Company's Signature Date

**FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS.**

**Construction Industry Licensing Board:**

**2601 Blair Stone Road, Tallahassee, Florida. 32399-2215**

**Phone 850.487.1395**

Owner's Signature: Date: