



2113 S. Division Ave. Orlando, FL 32805

Phone: 1-800-611-2601

PROJECT

TO: **Sarah Hanzel**
Rapids City Community Dev Dept
300 Sixth Street
Rapids City, SD 57701

Project: Rapids City Window Workshop 2025
Date: 9/5/2024
Phone: 605-394-4120

Contractor proposes to furnish all materials, and labor, subject to any exclusions listed below, required to complete the following:

1. Window Workshop \$20,000.00

Description of Services:

Qty: 1 presenter + 1 qualified craftsperson

Tentative Schedule -

6/5 - Media day - presenter gives presentation to city board about the economics of preservation.

6/6 and 6/7 - Hands-on workshop day at local historic building.

Client to provide meeting space (including windows upon which participants can work) + lunch for attendees and presenters

Austin to provide IR Paint Strippers for each participant (must let us know how many participants within 45 days of event) + to deliver and pickup all necessary tools and supplies.

Travel + lodging costs are included.

Excludes new licenses.

Subtotal: \$20,000.00
***0% Tax: \$0.00**
TOTAL: \$20,000.00

RENOVATION CONTRACT

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001 TO 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A NOTICE TO OWNER. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

THIS RENOVATION CONTRACT (the "Contract") is between Austin Historical, Inc having an address at 2113 S Division Avenue Orlando, FL 32805 ("Contractor"), and the named individual, individuals or entity listed above referred to as the "Client" (whether one or more).

1. **THE PROJECT:** The Contractor shall provide all labor and materials to perform all work set forth above (collectively, the "Project"). Any work not specifically set forth above is NOT included and shall be subject to additional charges.

2. **TIME OF COMPLETION:** The work to be performed under this Contract shall be commenced on a time and date mutually agreed to in writing by the Contractor and the Client. Contractor shall not be liable for any delay due to circumstances beyond its control including strikes, casualty, sickness, government shutdowns, inclement weather or general unavailability of materials and labor.

3. **PERMITS:** Contractor shall apply for and obtain such permits and regulatory approval as shall be required by the local municipal/county government, the cost thereof shall be included as part of the Project price.

4. **PAYMENT:**

(a) *Projects up to \$1,000 in value:* 100% payment is due upon acceptance of Contract.

(b) *Projects above \$1,000 in value:* A 50% deposit shall be required and shall be paid to Contractor within five (5) business days from the date Client executes this Contract. The deposit shall be applied toward the final Project price. The deposit amount, minus any costs incurred by the Contractor prior to cancellation (including, but not limited to, mobilization, administrative time, estimating costs, payment processing fees, planning, permits, job materials and labor), is refundable until 72 hours prior to the commencement of the Project. After that time, the deposit shall be forfeited. The remaining 50% of the Project price shall be invoiced as follows: 25% upon commencement of work and 25% on the date of Substantial Completion (as defined below in Section 10 – Warranty). Client shall pay the foregoing percentage amounts within five (5) business days from delivery and receipt of Contractor's invoice for the applicable percentage amount.

(c) *Change Orders:* 100% payment is due upon acceptance of Contract.

(d) *Indow Windows:* 100% payment is due upon acceptance of Contract.

(e) *Time and Materials Projects:* A 50% deposit shall be required and weekly progress invoices will be delivered and shall be paid to Contractor within five (5) business days of receipt. The deposit shall be applied toward the final Project price. The deposit amount, minus any costs incurred by the

Contractor prior to cancellation (including, but not limited to, mobilization, administrative time, estimating costs, payment processing fees, planning, permits, job materials and labor), is refundable until 72 hours prior to the commencement of the Project. After that time, the deposit shall be forfeited.

5. **LATE PAYMENT/DEFAULT:** A failure to make payment within ten (10) business days from the due date shall be deemed a material breach of this Contract. Client agrees to pay a late charge of 5% per month of any payment not made within the foregoing ten (10) business day period. If payment is not made when due, Contractor shall be entitled to suspend all work on the Project until such time as all payments due have been received by Contractor. Payment for any change order is due upon mutual written acceptance of said change order.

6. **DESTRUCTION AND DAMAGE:** If the Project is destroyed or damaged for any reason, except where such destruction or damage was caused by the sole negligence of the Contractor or its subcontractors, Client shall pay Contractor for all of its labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred and profit thereon prior to the destruction or damage. Within thirty (30) days from the date of the Project's destruction or damage, Contractor shall deliver to Client a statement of Contractor's labor, materials, overhead and expenses (including, but not limited to, all change orders) incurred (collectively, "Contractor's Expenses"), profit thereon, all payments received by Contractor from Client prior to the date of the destruction or damage and setting forth a credit due to Client or a balance due from Client. Within ten (10) business days from the delivery and receipt by Client of Contractor's foregoing statement: (a) Contractor shall pay Client the credit due consisting of any amount received by Contractor from Client which exceeds the total of Contractor's Expenses and profit thereon prior to the date of the Project's destruction or damage; or (b) Client shall pay Contractor the balance due consisting of the amount by which the total of Contractor's Expenses and profit thereon exceeds the payments received by Contractor from Client prior to the date of the Project's destruction or damage. Additionally, Client shall pay Contractor for any additional work performed and/or provided by Contractor (including, but not limited to, work performed and/or provided by its subcontractors) in rebuilding or restoring the Project to its condition prior to such destruction or damage. Further, if the estimated cost of replacing work already accomplished by Contractor exceeds twenty percent (20%) of the final Project price, either the Contractor or Client may terminate this Contract. Upon termination by either party, Contractor shall be excused from further performance under this Contract.

7. **INSURANCE:** Contractor shall maintain general liability and workers compensation insurance. Proof of insurance will be delivered to Client within 72 hours of Client's request.

8. **ASSIGNMENT:** Neither Contractor nor Client may assign this Contract, or payments due under the Contract, without the other party's written consent. Any assignment without the foregoing written consent shall be void and of no effect.

9. **PREVAILING PARTY ATTORNEY FEES AND COSTS:** If any legal action or other proceeding is brought for the enforcement of this Contract, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Contract, the prevailing party (whether such prevailing party is prosecuting a claim and/or establishing a defense) shall be entitled to recover from the other party or parties, as applicable, its reasonable attorney fees, court costs, and costs of experts and investigation, whether during investigation, at trial, upon appeal, during collection of any amounts due (whether prior to judgment or after a final judgment), or during any bankruptcy, reorganization or similar proceeding (including efforts to obtain relief from any stay) if the any party or parties, as applicable, becomes involved in any bankruptcy, reorganization or similar proceeding, and other reasonable costs incurred, in addition to any other relief to which it may be entitled.

10. **WARRANTY:** Contractor's warranty shall be limited to repair or replacement of defects in workmanship within the Project performed by Contractor and which arise and become known for one (1) year from the date of Substantial Completion. Date of Substantial Completion shall be determined by Contractor (in its sole discretion) as the date the Project is sufficiently complete so the Client can utilize the Project for its intended use. All defects in workmanship arising after the foregoing one (1) year period are not warranted by Contractor. The foregoing express limited warranty of Contractor is the exclusive remedy for defects, in lieu of all remedies, implied or statutory including, but limited to, implied warranty of merchantability and/or fitness for any purpose. Moreover, there are no warranties which extend beyond the description on the face hereof. Further, Contractor makes no warranty as to materials, but hereby assigns to Client all warranties on materials as provided by the manufacturer of such materials. Wood products, have a tendency to move (bow, twist, warp, shrink, swell, etc) in response to changes in weather conditions, and any movement after installation does not constitute a warranty claim or failure of workmanship.

11. **PERFORMANCE:**

(a) Contractor may, at its discretion, engage licensed and insured subcontractors to perform work pursuant to this Contract provided Contractor shall remain fully responsible for the proper completion of the Project.

(b) All work shall be completed in compliance with all building codes. To the extent required by law, all work shall be performed by individuals who are duly licensed and authorized as such.

(c) Contractor agrees to remove all debris and leave the premises in broom clean condition.

(d) Client gives permission to Contractor to place company identifying signage on the premises and use any photos or videos of the Project for purposes of marketing and portfolio samples in perpetuity.

(e) When no specific instructions, conditions, techniques or materials are requested by Client, Contractor shall have the sole authority to make all decisions regarding such items. Any changes or specifications requested after work has begun shall be subject to Contractor's discretion and additional charges.

(f) During the window restoration process a more extensive inspection of the windows is done at Contractor's shop. During this process additional damage may be discovered which was not initially apparent. This shall require additional costs up to but not to exceed five percent (5%) of the final Project price. If additional damage is discovered a change order shall be issued for mutual written acceptance by Client and Contractor prior to continuing the window restoration process.

(g) During the renovation process issues may be discovered upon the commencement of work that shall require additional work or a change to the Project. Any additional work that is required due to unforeseen circumstances discovered shall have a change order issued for approval by mutual written acceptance by Client and Contractor prior to work continuing.

(h) Historic glass is often broken during window and door restoration. If historic glass is broken by Contractor, it shall attempt to replace it with historic glass dependent upon availability and price acceptable to Contractor, in its sole discretion.

12. **SEVERABILITY:** In the event any provision of this Contract or of any exhibit attached hereto and made a part hereof shall be finally determined by a court or an arbitrator(s) to be invalid or unenforceable, the remaining provisions hereof or thereof, as applicable, shall remain in full force and effect.

13. **COUNTERPARTS:** This Contract may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. A facsimile or electronic mail copy of this Contract, when executed and transmitted, shall be considered an original, legally binding, and enforceable document.

14. **CONTRACT NOT TO BE CONSTRUED AGAINST DRAFTER:** Should any provision of this Contract

and/or any exhibit attached hereto and made a part hereof require interpretation or construction, it is agreed by Contractor and the Client the court, administrative body, arbitrator(s) or other entity interpreting or construing this Contract and/or any exhibit shall not apply a presumption the provisions hereof shall be more strictly construed against one of the parties by reason of the rule of construction a document is to be construed more strictly against the person or entity who itself or through its agent prepared same, it being agreed the parties and/or their respective attorneys and agents have fully participated in the preparation of all provisions of this Contract and any exhibit attached hereto and made a part hereof.

15. **NOTICES:** All notices, requests, demands, claims, and other communications between the Contractor and the Client shall be in writing. Any such notice, request, demand, claim or other communication shall be delivered personally to the recipient, delivered to the recipient by reputable overnight courier service (charges prepaid) or delivered by the United States Postal Service, certified mail, return receipt requested and addressed to the intended recipient at their address stated at the beginning of this Contract or such other address as the recipient party to whom notices, requests, demands, claims and other communications are to be given may have furnished to the other party in writing in accordance herewith. Any such notice, request, demand, claim and other communication shall be deemed to have been delivered and received: (a) when delivered, if personally delivered; (b) the next business day, when sent by reputable overnight courier, or (c) if sent by mail as set forth above on the earlier of, the third (3rd) business day following the date posted or the date on the return receipt.

16. **INTERPRETATION:**

(a) This Contract including any exhibit attached hereto and made a part hereof contains the entire and final agreement among Contractor and the Client and there are no agreements, understandings, warranties or representations among them except as set forth herein. This Contract shall only be modified by a written agreement or change order signed by Contractor and the Client. No agent, employee or other representative of any party is empowered to modify, amend, change or alter any of the provisions of this Contract, unless in writing and signed by Contractor and the Client. Contractor and the Client agree they waive all rights to rely on or enforce any oral statements made prior to or subsequent to the signing of this Contract.

(b) The terms of this Contract and any exhibit attached hereto and made a part hereof shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida applicable to agreements made, executed and to be performed entirely in that state. Contractor and Client consent the only proper jurisdiction and venue shall be the state courts in Orange County, Florida for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Contract and any exhibit attached hereto and made a part hereof, and Contractor and Client hereby waive the claim or defense such courts constitute an inconvenient forum.

(c) Whenever the context of this Contract or any exhibit attached hereto and made a part hereof requires, the masculine gender includes the feminine or neuter and vice versa, and the singular number includes the plural and vice versa.

(d) Headings in this Contract or in any exhibit attached hereto and made a part hereof are for convenience only and shall not be used to interpret or construe its provisions.

17. **WAIVER OF JURY TRIAL: NO PARTY TO THIS CONTRACT OR ANY PERMITTED ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF: (A) THIS CONTRACT INCLUDING ANY EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF; (B) ANY COURSE OF CONDUCT; (C) COURSE OF DEALING; (D) STATEMENTS**

(WHETHER VERBAL OR WRITTEN) OR (E) ACTIONS OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE ANY ACTION INVOLVING THIS CONTRACT WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY CONTRACTOR AND THE CLIENT AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NONE OF THE PARTIES HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THE PROVISIONS OF THIS SECTION SHALL NOT BE FULLY ENFORCED IN ALL INSTANCES.

18. FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT, UP TO A LIMITED AMOUNT, 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 Blairstone Road
Tallahassee, Florida 32399-1039
(850) 487-1395

19. CHAPTER 558 NOTICE OF CLAIM: CHAPTER 558 FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS

Contractor: Scott Sidler - President 9/5/2024
Austin Historical, Inc. Date

Client: _____
Rapids City Community Dev Dept Date