



**GROZA BUILDERS, INC.**

LIC. CGC1524734

511 SW Port. St. Lucie Blvd.  
Port. St. Lucie, FL 34953  
772-336-7653 772-336-2272 fax

2023

**RENOVATION-ADDITION AGREEMENT**

This agreement is made and concluded this 24th day of May 2023 by and between (Buyer) Cerena Wallace Phone #: 772-204-1276 and **Groza Builders, Inc.** ("Builder") for the purpose of renovating existing property owned by Buyer located at: 281 SW Lincoln Ave Port St. Lucie, FL 34983

**SCOPE OF WORK:**

Construct a 210 sf under air addition

**FLORIDA'S CONSTRUCTION LIEN LAW":**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTION 713.001 - 713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY, IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THE 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 PAYMENTS 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.

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Improvements shall be completed in accordance with all local building codes, per Architect drawings and in accordance with the following checked items: (copies attached). Items not specifically addressed shall not be included.

**Items that DO NOT apply to this agreement and the builder assume no responsibility for includes the following:**

- HOA Fees and Approvals
- Any Latent Conditions
- Will be extra if the septic needs to be upgraded
- Separate electrical panel to meter and utilities from pole will be at owners expense
- Concrete slab, driveway & Culvert to be determined upon receiving plans & if allowed by city will be at extra cost

**Specific allowances, pertaining to this agreement, not shown on the above documents are as follows (renovated area's only):**

(Allowances include Labor, Material, installation, delivery & Taxes, unless otherwise noted)

- Plans - Allowance \$2000
- Permits - Allowance \$750
- Survey Allowance - \$900
- Fill & all land prep work for slab - Allowance \$1000
- Soil Report Included
- Lights - Allowance \$500
- Remove window to create door opening
- Flooring - \$2.00 sq.ft. material allowance in affected area
- Marble Window Sills
- Wire shelving in closet
- Interior door to be 6 panel, hollowcore, woodgrain w/satin nickel levers
- (1) Bi-Fold closet door
- (1) 3068 ThermaTru Exterior doors - Remove window and add door, porch 3068 with double sidelite impact
- Colonial baseboard & trim to be 3 1/4 entire house
- A/C - New bed/tie into existing - Allowance \$1000
- All electrical as per plan & code
- (1) fan light combo
- Exterior look of home to match style of existing home
- Roof to match existing
- Exterior & interior paint color of new addition to be chosen by owner
- Relocate hose bib
- GBI to remove all trash and debris from job site

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Owner hereby agrees to pay the Builder the sum of \$ 45,900.00 to complete said work as outlined above. Payments shall be made via cashiers check or wire as follows:

\$11,475.00 upon signing of this agreement

\$11,475.00 upon receiving permit

\$11,475.00 upon drywall installation

\$11,475.00 upon certificate of completion and/or compliance

**1. INSURANCE:** Builder is duly licensed and insured in the State of Florida and applicable county. Owner shall provide Homeowner Insurance coverage and be responsible for any and all deductibles.

**2. STANDARD PRACTICES:** The Builder shall complete all work in a professional workmanlike manner and provide Buyer and lender with necessary lien releases as required.

The Builder shall complete all work in accordance with the Local Standard Building Practices now in effect. Any requirements by the local building department to bring any portion of the existing building up to code, not specifically addressed in this agreement, shall be considered a change order. Changes in building codes, fees etc after the effective date of this contract shall be borne by the buyer. (Effective date: the date contract was signed by all parties).

The Builder shall not be responsible for latent conditions, governmental regulations, special condition requirements of any property, association, or previous work by others etc. Any Home Owner Association, sub-division requirements etc not given to the Builder in writing that effects the improvement, shall be an added expense borne by the Owner.

In the event a dispute arises concerning acceptable building practices, both parties hereby agree to accept the local building official's and/or Architect's determination as final, and to honor said decision. Owner agrees that Builder shall have the right to substitute materials or items, which are unobtainable by reason of strikes or discontinuance of products. Substitution products shall be of equal or better quality.

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The Builder shall make a diligent effort to commence the construction process within fifteen (15) days after receipt of all necessary permitting etc.

Builder shall use his best efforts to complete the work noted within **5 months** from permitting unless delayed by owner, strikes, act of God, change in Government regulations or codes etc., beyond control of Builder.

Owner agrees that the supervision of all work shall be performed under the Builders exclusive direction and Owner shall not interfere in said work or cause additional work to be carried on without written consent of the Builder.

Change orders must be signed by both Owner and Builder, and paid in full before said work will be considered to be a part of this contract. Change Orders may affect completion dates and will have a \$300 processing fee per Change Order.

A duly licensed, insured and approved sub-contractor must perform all work. Builder shall have the final say as to subcontractor selection.

If Owner provides and/or employs any subcontractor to work on said job site during the effective permitting period of Builder, an administration fee of 15% per item will be due the Builder, plus reimbursement of any cost incurred by the Builder i.e.: dumpster fees, repairs, delays etc. Said sub-contractors etc. shall be paid directly by Owner and shall be duly licensed and insured. Completion dates may be affected and extended accordingly.

If Builder is required to provide any service, outside of the agreement, Builder shall be reimbursed at the rate of \$95/hour plus any cost. Delays caused by owner provided items shall extend completion dates accordingly and may be subject to delay fees as provided herein.

There shall be no provision for the Owner to do any work on said property under the Builder's license. If Owner elects to do any work on said property, it must be disclosed prior to the signing of this agreement and must be authorized by the lender and the local building officials. Said work will be excluded from this agreement. If said work interferes with construction scheduling and/or completion dates, the Builder shall be entitled to delay charges (\$100/day).

**3. PLANS-SPECS:** Said docs shall include all items that are part of this contract and shall take precedence over verbal commitments. Allowable tolerances shall apply. Any alteration to said docs would be considered a Change Order.

**4. UTILITIES:** Owner shall provide and pay for utilities (electric, water,

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sewer etc.) at the site for the use of the Builder and his sub-contractors. Builder shall provide Portable facilities and generators if needed.

**5. TRASH:** Builder shall provide a dumpster, if needed, for the removal of debris etc. The dumpster shall only be used for Builder associated items and/or as stipulated in the agreement. Any unauthorized use of said dumpster shall be considered a change order.

**6. ACCESS TO PROPERTY:** Due to existing conditions access to the subject property may be restricted. Builder shall use care when having materials delivered etc, however, Builder cannot guarantee the integrity of certain existing conditions (i.e.: septic systems, sod, landscaping etc.) and/or access to the rear of property. If conditions dictate, extra charges to cover alternate access and repairs shall be borne by the Owner. Owner to designate a specific area for storage and access to the job site.

**7. SOIL TEST:** Builder recommends Buyer to get a completed soils test prior to closing on building lot and or closing of construction loan. To be paid at Buyers expense. Builder shall have no responsibility for the condition of the soils at the Property site. Any excavation, filling or other work required by the Owner shall be an additional expense of the Buyer. Buyer shall determine before construction begins if site work is required because of the soil condition at the property and shall provide Builder written specifications as to such additional site work. Builder shall not be responsible for any damages suffered by Buyer as a result of the soil, water conditions, electric, irrigation, etc. at the property site.

**8. SURVEY AND TITLE:** Prior to commencement of construction, Buyer shall provide Builder with a survey performed by a license surveyor, a title opinion by a licensed attorney, or title company, and a copy of all protective covenants that affect the Property. If Buyer fails to provide a valid survey, title opinion, or copy of covenants, Builder may, in its sole discretion, terminate the Agreement.

**9. LATENT CONDITIONS:** The Builder shall not be responsible for any latent conditions and said latent conditions are not covered under this agreement. Latent conditions may affect completion dates.

If upon removing damaged materials etc. from the premises, the Builder finds defective and/or latent conditions or materials not addressed in the original documents, the Builder shall notify the Owner and the Owner shall sign and pay for a change order before Builder will proceed with any further work. Latent conditions must be corrected and paid for before further work can be performed. Refusal by Initial \_\_\_\_\_

Builder to continue work without said change order shall not constitute a breach of agreement by the Builder.

**10. PAYMENTS:** The balance due under the terms of this contract shall be made in the form of progress payments in accordance with the above mutually agreed upon schedule. Any payment, draws etc. due the Builder, and not received by the Builder within five days of request, may cause work to stop until payment is received by Builder. Said delays shall extend completion date, be subject to delay charges and shall not be considered a breach of contract by the Builder. Owner agrees to pay Builder all monies due and owing under this agreement at time of Certificate of Occupancy and/or possession of premises, whichever occurs first. The owner agrees to pay the Builder \$100 per day liquidating damages, plus associated attorneys fees for violating this provision.

**BUILDER RESERVES THE EXCLUSIVE RIGHT TO ACCEPT ALL LENDERS AND/OR INSURANCE CO. TERMS & DRAW SCHEDULE etc.**  
Builder's refusal of terms & draw schedule shall not constitute a breach of contract by the Builder.

The Builder shall be entitled to adequate financial assurance as to the Owners funding sources. This assurance shall not be limited to the location of the funds. At any time the Builder may require the Owner to place all funds necessary for completion of said Improvements, to be placed in an escrow account, with a duly licensed and insured Title Company and to be disbursed directly to the Builder upon passing the required building inspections by the governing building department. Within five days from written notification from the Builder, the Owner shall establish said escrow account, cost of the same shall be borne by the Owner, and any interest earned shall belong to the Owner. Failure, by the Owner, to comply shall cause all work to be halted until resolution of same. If not resolved within thirty days the Owner shall be considered in default.

If Owner is holding Insurance money for said Improvements, and/or is required to use additional funds (i.e.: deductible) to complete this agreement, the above clause shall apply.

**11. BUILDER'S RIGHT TO STOP WORK:** Builder is not and shall not be considered or treated as a lender or funder for this Property and shall not be required to advance or finance the cost to complete the Property. Buyer shall pay all undisputed draw payments within five days of receipt by Buyer. Buyer agrees that it will not withhold undisputed funds in the event of any dispute with Builder. In the event Buyer disputes that Builder has fulfilled any

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obligation entitling Builder to payment, Buyer must submit its basis for this dispute in writing to Builder within five days of any request for payment by Builder.

If the amount of funds Buyer holds in dispute equals \$ \_\_\_\_\_ or more than 5% of the Purchase Price, Buyer agrees Builder may, in its absolute and sole discretion stop work on all or part of the Property until the dispute is resolved. In the event Buyer disputes any sum Builder is entitled to receive, and Builder elects to cease work until the dispute is resolved, Buyer agrees to hold Builder completely harmless and without any liability for any delay in Builder's work on the property. Buyer agrees to extend Builders time to complete the Property in the amount no less than the amount of time period of the dispute. Buyer agrees to increase the Purchase Price in the amount equal to any ,loss or cost Builder incurs because Builder elects to cease work because of the dispute resolution process.

This section supersedes any conflicting provision in the document and may be modified only by agreement in writing between Builder and Buyer.

**12. EXTRA'S:** Any extras or changes ordered by the Owner and/or deemed necessary by the Architect, Building Department, building code changes or latent conditions not specified in this contract shall be paid for, by the Owner, prior to delivery to the said job site. All extra's or changes ordered by the Owner shall be charged to the Owner at either an agreed upon amount or, if undeterminable, the Builder's cost, plus twenty percent (20%).

Each Change Orders shall be subject to a processing fee (\$300). Completion dates may be effected and extended accordingly

**13. OCCUPANCY & FINAL WALK-THROUGH:** Owner (or Owner's agent) and Builder will do a final walk-through inspection. This inspection is for the Builder to establish a final punch list. This inspection normally is scheduled around the time of the "Certificate of Completion and/or Compliance". Items noted on the walk-through inspection report will be dealt with either prior to occupancy or within thirty days of inspection. Owner shall not store any personal belongings within the subject area prior to Certificate of Completion and/or Compliance. and Builder being paid in full.

The Builder agrees to warrant work (in accordance with standard practices) for twelve (12) months from the date of issuance of the certificate of completion and/or compliance. The Builder shall not be responsible for any damage that may be caused

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by work not performed by the Builder. Any warranty agreement is contingent upon the Builder being paid in full. Work and/or services performed by Builder, not deemed to be warranty work, and shall be billed at \$75/hour plus applicable cost.

Non-warranted conditions: masonry, mortar, concrete slabs, foundations, walks, driveways & patio cracks not affecting structural integrity, counter-tops, caulking tubs, showers, counters, windows, floors etc., floor tile and or bathroom shower or tub tile including but not limited to cracks or chips, or any damage caused by others. Any owner supplied materials and or any work performed by others, Sod and landscaping, drainage around foundation and irrigation of same, shall be the Buyer's responsibility from date of certificate of completion and/or compliance. (Refer to "Home Buyer Warranty" brochure provided at Certificate of Completion and/or Compliance.

Maintenance of subject property, after effective closing (Certificate of Completion and/or Compliance date), is the Owners responsibility.

**14. DEFAULT:** In the event the Owner fails or refuses to make, or cause to be made, timely payments (within five working days) of any monies required by this agreement, or if the Owner in any other manner fails or refuses to perform their obligation in accordance with this agreement, the Builder shall have the unrestricted right to declare the Owner in default and shall thereupon be entitled to cease work and to cease the performance of all its obligations under this agreement.

Upon such default by Owner, the Builder shall be entitled to payment for all work completed (Including profit) and/or ordered, including any cost incurred for materials and any other items in connection with said property, and shall be entitled to pursue any and all legal remedies available under the laws of the State of Florida, including the recovery of any and all lost profits sustained by the Builder, attorney fees and builder may proceed to enforce Builders rights under this agreement.

**15. ATTORNEY'S FEES:** In the event that any lawsuit is filed in relation to this Agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums either party may be called to pay, a reasonable sum for the successful party's attorney fees. Buyer agrees to reimburse Builder for any reasonable attorney's fees Builder incurs to enforce this Agreement or from any lawsuit filed by Builder against Buyer relating in any way to Builder's performance or attempted performance of this agreement, including actions a tort, equity, and statutory law.

**16. ALLOWANCES:** Any item exceeding the contract allowance shall be considered an extra and billed at cost plus 20%. All extras are due upon receipt of Builders invoice to owner. All allowances include labor, material and all applicable Initial \_\_\_\_\_

delivery fees, installation and sales tax.

**17. STORAGE:** Owner shall not use the designated construction area of the subject premises for storage of any personal items until this agreement has been completed. Builder will not be responsible for any such items.

**18. ASSIGNMENT:** This agreement may not be assigned, sold or transferred by Owner without prior written consent of the Builder, whose consent shall be in the Builder's sole discretion.

**19. SPECIAL CLAUSES:** Owner to provide unobstructed access to job site, protect existing furniture etc. from construction dust, move all items out of harm's way during construction period and obtain HomeOwners Association approval if applicable.

**20. TERMINATION:** In the event this agreement is mutually terminated, Owner shall pay to the Builder, within ten days from written notification, the full cost of all services rendered, all outstanding bills, all material on order, out of pocket expense, administrative fees, sales fees, overhead etc. plus 28%. Upon termination, any permits issued in the Builders name, all warranties etc. shall be terminated immediately.

**21. FLORIDA HOMEOWNER'S 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, FL 32399-1039      Phone 850-487-1395**

**22. MISCELLANEOUS:** All agreements, change orders etc. must be in writing, signed by the Owners and either the President or Vice-President of the Builder to be binding. Verbal comments and/or commitments by employees of the Builder are not binding.

**23. THRESHOLD CLAUSE:** If, during the construction period, Builder's cost for materials and labor used, or to be used, herein are increased by more than four percent (4%) over the Builder's cost as of the effective date of this agreement,

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and as of Builders cost at the time of material being ordered, then the Builder shall have the right to pass the entire amount, plus 20%, of the increase on to the Buyer and the Buyer hereby agrees to pay said increases. All monies due shall be paid within seven (7) days of invoice.

**24. ENTIRE AGREEMENT:** This agreement contains the entire agreement and shall supersede any verbal commitments and/or understandings by either party.

The parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Owner: \_\_\_\_\_ Witness \_\_\_\_\_

Owner: \_\_\_\_\_ Witness \_\_\_\_\_

Owner: \_\_\_\_\_ Witness \_\_\_\_\_

**Groza Builders, Inc.**

By: \_\_\_\_\_ John Anthony, President Witness \_\_\_\_\_

**THIS IS A LEGAL BINDING DOCUMENT UNDERSTAND ITS CONTENTS**

**BEFORE SIGNING. IF YOU DO NOT UNDERSTAND ITS CONTENTS**

**PLEASE CONSULT AN ATTORNEY BEFORE SIGNING.. I/WE BUYERS**

**TAKE FULL RESPONSIBILITY THAT WE HAVE READ AND**

**UNDERSTAND THE CONTENTS OF THIS CONTRACT IN ITS ENTIRETY.**

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# Groza Builders, Inc.

511 SW Pt St Lucie Blvd.

Pt St Lucie, Fl. 34953

772-336-7653

CGC152734

May 9, 2023

**Proposal For:**

281 NW Lincoln Ave

Port St. Lucie, FL 34983

772-204-1276

**We hereby propose to construct an 210 sq.ft. A/C space addition located at 281 NW Lincoln Ave in Port St. Lucie, FL 34983 as follows:**

**Items Included: (allowances include Labor, Materials, Delivery, Installed and any sales taxes).**

- Plans - Allowance \$2000
- Permits - Allowance \$750
- Survey Allowance - \$900
- Soil Report Included
- Fill & all land prep work for slab - Allowance \$1000
- Flooring - \$2.00 per sq ft material Allowance in affected area
- Remove window to create door opening
- Interior door to be 6 panel, hollowcore, woodgrain
- Bi-Fold closet doors in each bedroom
- Colonial baseboard & trim to be 3 1/4 to match existing
- A/C - New bed/tie into existing - \$1000 Allowance
- All electrical as per plan & code
- Exterior look of home to match style of existing home
- Roof to match existing
- Exterior & Interior paint color of new addition to be chosen by owner

**Items Not Included In Proposal:**

- HOA Fees and Approvals
- Any Latent Conditions
- Will be extra if the septic needs to be upgraded
- Separate electrical panel to meter and utilities from pole will be at owners expense
- Concrete slab, driveway & culvert to be determined upon receiving plans & if allowed by city will be at extra cost

Total: Estimate only **\$45,900.00** pricing good for 30 days.

\_\_\_\_ Price subject to final drawings showing all details.

Draws: To be Determined. Construction time: To be Determined.

Understanding allowances:

There are basically two reasons why allowances are necessary to be established in a contract. One reason is that the cost of a particular item cannot be known prior to construction. An example of this is the price of a well can't be determined until it is actually drilled. Since the well is generally priced by how deep the driller needs to go to find good potable water, the cost cannot be determined until it is installed and thus an allowance for that work needs to be established ahead of time.

The other reason an allowance is necessary is that some decorator items included in the contract are typically not selected by the customer prior to the start of the project. These items, such as cabinetry and floor covering are priced according to grade or per unit of measure and the range of pricing can be substantial. A builder must establish an amount to figure into the cost of the home for these items and this amount is then used as the allowance for those particular items.

Based on the customer's selections, allowances are either exceeded (referred to as an overage ) or the cost for the item is less than the allowance (referred to as a credit). Normally these differentials to the allowances are logged by the builder and are applied to the final settlement at closing.

ESCALATION CLAUSE: If, during the construction period, Builder's cost for materials and labor used, or to be used, herein are increased by more than five percent (5%) over the Builders cost as of the effective date of this agreement, for any reason beyond the control of the Builder or unforeseen events (including but not limited to tariffs, act of god, building code revisions, building industry suppliers increase or pandemic), then the Builder shall have the right to pass the entire amount of the increase on to the Buyer and the Buyer hereby agrees to pay said increases at the time of monthly billing.

Thank you for the opportunity.

  
Homeowner

Accepted Date: 

Submitted by:

  
Tony Groza

Accepted: Date: 