



**OWNER INFORMATION AND PROPERTY LOCATION:**

Winola Riley  
455 Northeast Martin Luther King Junior Street  
Lake City, FL 32055

**CONTRACT AMENDMENT BACKGROUND**

- A. Advanced Plumbing Technology, (APT) and OWNER entered into a contract (the "Contract") for the purpose of construction services on 8/30/18
- B. The Parties desire to amend the Contract as set forth in this Contract Amendment (the "Agreement").
- C. This Agreement is the first amendment to the Contract.

**IN CONSIDERATION OF** the Parties agreeing to amend their obligations in the existing Contract, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

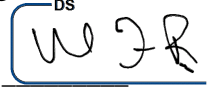
**PROPOSAL FOR CONSTRUCTION SERVICES:**

| SCOPE OF WORK:   | AMOUNT             |
|--|--------------------|
| <ul style="list-style-type: none"> <li>To replace all cast iron drainage piping under and throughout home with new PVC piping and fittings and connect to existing sewer outside of home. Replace waste arms and vent piping to drainage level.</li> </ul> |                    |
| <b>TOTAL CONTRACT AMOUNT:</b>  | <b>\$18,000.00</b> |

**Exclusions to Scope of Work:**

Unless expressly stated in the Scope of Work, the following exclusions shall apply: Any repairs or replacements to the outside lateral piping from home to city sewer or septic tank. Landscape restoration: (including but not limited to pavers, sod, plants, trees, landscape curbing, etc.) If plumbing repairs are a part of the scope of work for the interior of the home, APT will do our best to minimize damage but damage to those areas will occur. APT will pour back concrete wherever concrete was damaged. Any further cosmetic damage (including but not limited to: drywall, painting, flooring, etc.) is not the responsibility of APT.

Initials


**Definitions:**

**“Owner”** shall mean the person who holds legal title to the real property that is the subject of this Agreement, and its heirs, successors, and assigns.

**“Project”** shall mean the Work (as hereinafter defined) to be performed at the Property Location identified above.

**“Proposal”** shall mean this Contract and Proposal, and any Change Orders issued after execution hereof, which shall collectively represent the entire and integrated agreement between the OWNER and APT and supersedes any prior negotiations, representations or agreements, either written or oral.

**“Work”** shall mean the construction, improvements and services required by this Proposal, whether completed or partially completed, and includes all other labor, materials, equipment, improvements and services provided or to be provided by APT to fulfill APT’s obligations. The Work may constitute the whole or a part of the project. No Work shall be performed on fixtures (i.e., sinks, toilets, bathtubs, shower pans).

**Change Orders:** Any items of Work not specifically included in this Proposal shall not be the responsibility of APT. Any alteration or deviation from the Work described herein involving extra costs will be executed by APT only upon written change orders and will become an extra charge over and above this Proposal.

**Projected Schedule:** APT reserves the right to provide deadline dates on a site-by-site basis and requires a minimum of thirty (30) working days to complete the Project. A working day shall be defined as any business day that APT is capable of working without interference from the OWNER, weather, permitting issues, or other issues outside of APT’s control.

**Payment Terms and Conditions:** All prior negotiations, proposals, correspondence and memoranda between OWNER and APT are superseded by this Proposal. This Proposal, in its entirety, shall be made an integral part and incorporated into any purchase order, proposal, understanding, or contract agreement resulting from it. For all non-financed purchases, payment is due to APT as follows: fifty percent (50.0%) of the total Proposal Value upon execution of this contract and the remaining balance paid to APT upon the completion of Work. Payment in full is due and payable upon completion of the repair. APT reserves the right to impose interest equal to one- and one-half percent (1½%) per month on any balance that remains unpaid for more than thirty (30) days after completion. OWNER acknowledges and agrees that APT shall not be obligated to commence any Work unless and until it has been paid pursuant to the terms of this Agreement. **TIME IS OF THE ESSENCE.** All payments due are the responsibility of the OWNER. For all financed purchases, see separate addendum. It is understood that all payments for the full amount of this contract are the sole responsibility of the OWNER and not that of APT. In order to secure payment, you hereby agree and understand that APT may file a lien against the Property at any time from commencement of the Work until ninety (90) days after substantial completion of the Project.

**Permits:** APT works in compliance with government requirements. If applicable, a permit will be obtained from the governing agency prior to initiation of our Work.

**Final Completion:** APT shall notify OWNER when the Project reaches substantial completion. OWNER shall be entitled to conduct a single, final walkthrough with APT and issue a punch-list for any repairs or corrections necessary to complete the Project in accordance with this Proposal. Any items identified within the punch-list that consist of additional work or work beyond the scope of this Proposal shall be treated as a change order.

**Owner Obligations:** OWNER shall provide the following: A safe and secure working environment (with a minimum of ten (10) feet of uninterrupted workspace in any direction from the Property Location) and continuous access to the Property Location for the duration of the Project until completion; any cosmetic or structural repairs, features, or designs not specifically described in this Proposal. OWNER hereby agrees to timely execute and facilitate any and all documents necessary (including but not limited to forms, questionnaires, certificates of completion, lost draft forms, insurance information, policy information requests, etc.) to receive payment, without demand by APT.

**APT Obligations:** APT shall provide the following: a professional atmosphere in compliance with all local, state, and federal government requirements; All material needed to perform and complete the Project; Any items of Work not specifically included in this Proposal, shall not be the responsibility of APT.

**Default:** OWNER shall be in default of this Proposal upon any of the following occurrences: (a) OWNER fails to provide access to the Property Location or materially interferes with APT's performance of the Work; (b) OWNER fails to make timely payment under the terms of this Proposal; or (c) OWNER otherwise violates a material provision of this Proposal. Upon a default by OWNER, after providing seven (7) days written notice and opportunity to cure to OWNER (such opportunity to cure required only where the default is of an ongoing nature capable of being cured), APT may terminate this Proposal and/or pursue all applicable legal or equitable remedies. If OWNER fails to timely pay APT, APT may immediately stop all work on the Project until APT receives payment from the OWNER and/or terminate this Proposal.

**Third Party Beneficiaries:** This Proposal is intended to benefit only the parties hereto and their heirs, successors and assigns. Nothing in this Proposal is intended to create rights in any third-party beneficiary.

**Act of God:** APT shall not be liable for any damage, whether actual or consequential, or claim arising out of or relating to Acts of God, accidents, civil disturbances, delays in obtaining materials, fires, hurricanes and other weather conditions, strikes, war or other causes beyond APT's reasonable control.

**Lien Rights:** It is mutually agreed that APT shall retain all rights conferred upon by the lien status of any State, Federal, or Territorial Government. If APT is not paid when required by this Agreement, any and all warranties shall be void.

**Complete Agreement:** This Agreement constitutes the complete understanding between the parties, all prior representations or agreements having been merged into this Agreement.

**Ownership:** OWNER warrants and represents that no one other than OWNER owns any interest in the real property which is the subject of the proposal. In the event any other person owns any interest in said real property, OWNER hereby warrants and represents that OWNER is the agent of all other owner(s) and that OWNER is expressly authorized by such owners to enter into and execute this agreement on their behalf.

**Applicable Law and Venue:** The provisions of this Proposal shall be construed in accordance with the laws of the State of Florida, and the exclusive venue for any action brought to enforce this Agreement shall be Lake County, Florida. As a condition precedent to bringing legal action to enforce the terms of this Agreement, including, but not limited to, filing a lawsuit, the aggrieved Party must first make a formal written demand for pre-lawsuit mediation to be conducted in Lake County, Florida. If, upon receipt of a formal written demand, the non-aggrieved Party declines the opportunity to participate in pre-lawsuit mediation or the mediation results in an impasse, the aggrieved Party may take further legal action including the filing of a lawsuit. Failure to comply with this pre-lawsuit mediation requirement shall serve as an absolute bar to all legal claims in any action brought to enforce this Agreement.

**Attorneys' Fees and Costs:** In the event it is necessary to collect any amount of money owed hereunder by referral to an attorney, collection agency, or court proceeding, it is agreed that the substantially prevailing party in such matter shall be paid by the non-prevailing party for its reasonable attorneys' fees, expert fees, and all costs incurred in connection therewith at any level and in any tribunal arising out of or related to this Agreement.

**Severability:** If any provision of this Proposal is deemed invalid or unenforceable as against any person or party, the remainder of the Proposal and the applicability of such provision to other persons or parties shall not be affected thereby. Each provision of this Proposal shall, except as otherwise herein provided, be valid and enforceable to the fullest extent permitted by law.

**Assignment:** This Proposal shall not be assignable by OWNER without the written consent of the APT.

**Notices:** Any notice required or permitted to be delivered under this Proposal shall be personally delivered or mailed via first class mail to the parties at the addresses set forth in the introductory paragraph of this Proposal and shall be effective upon personal delivery or two days after deposit of the notice with the United States Postal Service.

**Acceptance of Contract:** This Proposal is submitted for acceptance by OWNER and is valid for ten (10) days from the date hereof. If this proposal is not accepted in writing within ten (10) days, APT reserves the right to re visit and change pricing and/or terms according to current industry conditions. By their signatures below, both OWNER and APT agree to the Price, specifications, terms, and conditions set forth in this Proposal and, upon acceptance of these terms by both OWNER and APT, this Proposal shall be deemed a binding contract and OWNER's signature below authorizes APT to perform the Work identified herein. Florida law allows OWNER the right to cancel this contract within 72 (seventy-two) hours from signature and date below (the "Rescission Period") without penalty. After 72 (seventy-two) hours, OWNER shall be liable to APT for 20% of the stated contract amount as liquidated damages resulting from OWNER's termination.

**TIME IS OF THE ESSENCE FOR ALL PURPOSES OF THIS PROPOSAL UNLESS EXPRESSLY PROVIDED TO THE CONTRARY.**

IN WITNESS WHEREOF and by signing below, the parties agree that the terms of the above Proposal have been reviewed and accepted by both parties and that these terms govern the relationship between the parties. OWNER shall have seventy-two (72) hours to rescind this Agreement and that after the Rescission Period, this Agreement will be binding upon the OWNER.

"ADVANCED PACE TECHNOLOGIES, LLC d/b/a  
ADVANCED PLUMBING TECHNOLOGY"

X \_\_\_\_\_

Print Name: Luke Spetsas

Date: 9/19/2022

"PROPERTY OWNER(S)" DocuSigned by:

X \_\_\_\_\_

Print Name: winola Riley

Date: 9/19/2022

X \_\_\_\_\_

Print Name: \_\_\_\_\_

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

## FLORIDA CONSTRUCTION LIEN LAW

**Florida State Statutes 713.015: Mandatory provisions for direct contracts.** Any direct contract greater than \$2,500 between an owner and a contractor, related to improvements to real property consisting of single or multiple family dwellings up to and including four units, must contain the following notice provision printed in no less than 12-point, capitalized, boldfaced type on the front page of the contract or on a separate page, signed by the owner and dated:

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIAL 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.**

"PROPERTY OWNER"

X \_\_\_\_\_

Print Name: \_\_\_\_\_

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

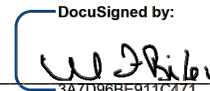
"PROPERTY OWNER"

X \_\_\_\_\_

Print Name: \_\_\_\_\_

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

DocuSigned by:

  
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Winola Riley

9/19/2022

X

## 2. Credit Card

a. Includes a 3.5% processing fee.

3. Enerbank Financing - Approved for \$\_\_\_\_\_

a. If OWNER is approved for the full contract amount, the 50% down payment will be waived and the full amount will be paid upon completion of repair.

4. Other:

Terms: \_\_\_\_\_

9/19/2022

Property Owner Signature

Date

Property Owner Signature

Date \_\_\_\_\_

Winola Riley

Print Name

Print Name