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*Justine*



## Castellon Services and Development

7790 Northwest 55th Street | Doral, Florida 33166  
7865397557 | [kaleb@castellonservices.com](mailto:kaleb@castellonservices.com) | [www.castellonservices.com](http://www.castellonservices.com)

### RECIPIENT:

#### Golden Gate Condominium

440 East 23rd Street  
Hialeah, Florida 33013  
Phone: 6789336160

**Estimate #125815**

Sent on

May 10, 2024

**Total**

**\$643,410.00**

Product/Service	Description	Qty.	Unit Price	Total
Customer Appreciation	<p>Thank You for Being the Best Part of Castellon Services "Our Valued Customer".</p> <p>Castellon Services and Development is Available to Start This Project Immediately After Customer Approval</p> <p>We Assure You That We Will Put 100% of Our Efforts and Use Our 15 Years Plus of Experience and Knowledge to Complete This Project in a Workman-Like Professional Manner.</p> <p>Castellon Services Will at All Times Work Reflecting Standard Industry Regulations and Practices. Also, Always Following the City Statute Codes and State Safety Regulations.</p>			
General Conditions 440/460 Take off	Mobilization Management & Supervision Project Executive Project Manager On-site Supervisor Office Staff Allowance	1	\$22,410.00	\$22,410.00



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Product/Service	Description	Qty.	Unit Price	Total
Construction Services Requested	<p>*Scope of Work: Structural Deficiency Repairs: 440 / 460 five stories</p> <p>1) Repair Existing Cracked Exterior Walls as per plan building 5 stories</p> <p>2) Repair all Rusted Steel Embeds.</p> <p>5) Repairing Existing Concrete Cracks AS per inspections: Horizontal Cracks Verticals Cracks Windows Silicon Seal Windows Frame Cracking Stucco Delamination as per plan ( Repair to Summary of Quantity Per Repair Type on Sheet S-17 as per plan all location around this building as per plan inspection</p> <p>*Note: Stucco Delamination Slab Edge Repair Stucco Crack Repair Refer to Sheet S-18/19 Both Building as per Plan</p> <p>Castellon Services Will Clean Prep All Existing Cracks Opening Them with A Diamond Chaser to Include Blowing Out the Cracks, Prepping the Cracks with a High Traffic Polyurethane Weatherproof Seal Application and Installing Backer Rods on All Cracks More Than 1/2 an Inch Making Sure to Adhere to ADA/HUD/504 Regulations.</p>	0	\$0.00	\$0.00
Schedule of Values	Concrete Concrete Prep., Form & Pour Equipment & Material Haul out	1	\$621,000.00	\$621,000.00
Safety Precaution(s)	<ul style="list-style-type: none"><li>• All Employees Will Wear Identifiable Company Uniforms.</li><li>• Safety Helmets, Safety Glasses, Work Boots, and Gloves.</li><li>• Supervisor On Site at All Times.</li></ul> <p>**Community Precautions:</p> <ul style="list-style-type: none"><li>• Working Area Will Have Cones and Caution Tape to Restrict Access Were Needed.</li><li>• Warning Signs Will Be Placed Were Needed.</li><li>• Supervisor On Site at All Times.</li></ul>			



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Product/Service	Description	Qty.	Unit Price	Total
Workmanship Warranty	Castellon Services Guarantees Its Workmanship for a Period of (5) Years for Your New Project.			

Agreement Section

Each Person Signing This Agreement Represents and Warrants That He or She is Duly Authorized and Has Legal Capacity to Execute and Deliver This Agreement. Each Party Represents and Warrants to the Other That the Execution and Delivery of the Agreement Binding on Such Party and Enforceable in Accordance With its Terms.

BY PURCHASER: Owner/ Agent/ Board Member(s)

*GOLDEN GATE Condominium Assoc. Inc.*

Title: *President*

Signature: *Magaly Vazquez*

Date: *05/21/2024*

Print: *Magaly Vazquez*  
*C. Castellon*

BY Castellon Service, Corp:

Title: *President*

Signature: *[Signature]*

Date: *07/30/24*

Print:

Payment Term(s)

- 1st Payment Upon Signing Contract (50%):
- 2nd Final Payment Upon Completion (50%):

Via ACH (Bank Transfer) or Other Option

Described Below:

Bank Info: Regions Bank Ck Acct # 0256902255

Routing Number: 063104668

Swift Number: Upnbus44

*Signature*



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Total

**\$643,410.00**

This quote is valid for the next 30 days, after which values may be subject to change.

FLORIDA'S CONSTRUCTION LIEN LAW ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, 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.

1. Castellon Services warrants that its labor will be performed in accordance with standard practices. This labor warranty is only available to the original Purchaser and is not transferable to any other individual or entity. The exclusive warranty for all materials used is solely that of the manufacturer of said materials. CASTELLON SERVICES OFFERS NEITHER EXPRESS NOR IMPLIED WARRANTIES FOR THE MATERIALS USED NOR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR SAID MATERIALS. WARRANTIES are void immediately after the passing of a named storm unless a written request is made by the purchaser at his or her expense within ten (10) days. Example of storm: Hurricane Katrina, Hurricane Irma, etc.

2. Deviations from the specifications herein will become an extra charge over and above what has been agreed to herein. The Purchaser agrees to an extra charge if a double roof is found. If material costs increase after the execution of this contract, the Purchaser agrees to pay such increased costs up to a maximum of 10% of the contract price. If the parties fail to agree on the amount of the extra charge(s) or to a material cost increase in excess of 10% of the contract price, either party may cancel this contract. If the contract is canceled for failure to agree on extra charges or increased material costs, the Purchaser shall be responsible for the costs of all materials (whether installed or not) plus half the amount of the total contract price as the agreed-upon necessary and reasonable cost of the labor that has already been expended on the job.

3. Castellon Services is not liable for any delays, including but not limited to those due to strikes, accidents, acts of God, or any event beyond Castellon Services' control. The Purchaser is solely responsible for, and shall have insurance against, all losses due to fire, vandalism, theft, storms, acts of God, and any other event that can damage and/or cause losses to materials at the job site and/or for any damages caused by materials at the job site to the Purchaser's property and/or the property of others. The Purchaser indemnifies Castellon Services against all losses resulting from the same. Castellon Services will exercise reasonable care when performing the work, but reroofing involves demolition (among other things) and, therefore, Castellon Services is not liable for



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### Notes Continued...

any damage to pools, gutters, sidewalks, foliage, awnings, screening, chattel, pipes, sprinkler systems, septic systems, electrical wiring, outdoor accent lights, gardens, and/or cables (including TV cable, satellite systems, and satellite dishes) wherever these items may be located. Castellon Services is not liable for any water damage, tar leakage, paint damage, or any consequential damages wherever, whenever, or why they shall occur. Castellon Services is not liable for any damage done to the roof by any individual not in Castellon Services' employ. Castellon Services is unconditionally not liable for any consequential damages wherever, whenever, or why they shall occur. In no case shall Castellon Services' total liability for any damages, in the aggregate, exceed the cost of this contract. The Purchaser is responsible for giving information to Castellon Services as to the location of any septic tank.

4. Purchaser understands that Castellon Services prioritizes the project it is working on using its sole and arbitrary judgment as to a job's urgency. This triaging may result in a wait to begin Purchaser's roof work that is in excess of 220 days. Purchaser agrees with this wait policy and holds Castellon Services absolutely harmless from any harm or inconvenience which may result from Purchaser waiting for Castellon Services to pull a permit and/or begin the job. If Purchaser cancels this contract from the time of signing but prior to the roof dry-in being completed, Purchaser agrees to pay, as the minimum reasonable remuneration for whatever time and labor Castellon Services has expended, 1/3 of the total amount of this contract plus all materials costs incurred by Castellon Services. If Purchaser cancels after the roof dry-in is completed, the amount owed by Purchaser shall be the amount specified in the Payment Schedule (to cover Castellon Services' reasonable remuneration for time and labor) plus all materials and other costs incurred by Castellon Services. The maximum obligation of Purchaser to Castellon Services shall not exceed the agreed upon contract price. In addition to a notice of cancellation, the Purchaser shall be deemed to have cancelled this contract by refusing to cooperate with Castellon Services resulting in Castellon Services' temporary or permanent inability to perform the work or by Purchaser not making a payment when it is due. Purchaser unequivocally agrees that in case of a cancellation, the liquidated damages are difficult to ascertain, and that the amount computed as due herein is a completely equitable. The parties agree that the damages for a cancellation are not disproportionate to the damages that would reasonably be expected to follow from a breach or cancellation. This liquidated damage calculation was placed herein so as to induce full performance of this agreement.

5. If Purchaser does not make any payment when due or prevents Castellon Services from performing, at its sole and arbitrary option, Castellon Services may deem the Contract cancelled or may immediately demobilize and cease all work until the account is brought current or the condition preventing Castellon Services from performing is corrected. Any costs for the demobilization and/or remobilization shall be deemed an extra charge over and above what has been agreed to in this contract. Any costs for the demobilization and remobilization shall be due prior to the remobilization.

6. Purchaser shall provide the right of ingress and egress, including obtaining permission from the owner(s) of neighboring properties that must be used to provide access for workers and/or machinery. Purchaser completely indemnifies Castellon Services from every claim resulting from ingress and/or egress. Purchaser shall provide all water and electricity needed to complete the job.

7. In addition, permits must remain posted until the final inspection is completed. A \$50.00 reinspection fee will be charged to the property owner if the inspection card is removed prior to the final inspection.

8. Upon acceptance of this contract, the purchaser shall remit the first payment. The second payment shall be remitted in accordance with the payment schedule. Upon completion of the work, the purchaser shall immediately remit all remaining amounts due. If the purchaser breaches the contract, they shall immediately make the appropriate scheduled payment(s) due. The purchaser shall not withhold final payment pending any municipal or county inspection, but Castellon Services will participate in any such inspection. At the time of receipt of final payment, the purchaser will be provided with a written release of lien from any person or company that has provided the purchaser with a "notice to owner." Payments shall be deemed received when they have cleared Castellon Services' bank account. Castellon Services may deposit checks without regard to any accompanying writing with the check or any notation on the check, as such writings and notations shall be non-binding on Castellon Services. Time is of the essence with regard to all payments. When interpreting this contract, the terms and/or conditions shall not be more strictly construed against either party. Should any provision of this contract be found unenforceable, all remaining provisions shall continue to be in effect. Facsimiles, photocopies, and electronic reproductions of this contract shall have the same dignity as an original for any legal proceeding. Castellon Services' waiver of any breach of this agreement shall not be considered a waiver of any subsequent breach, and no course of conduct shall alter the terms of this contract.

9. If Purchaser fails to pay any amount when due, all costs of collecting and enforcing this contract, including attorneys' fees (whether litigation occurs or not), shall be borne by Purchaser. If Purchaser fails to make any payment in full when due, Castellon Services may file a lien against the property. If a lien is filed, the Purchaser shall pay an additional \$350.00 for the lien's preparation and filing. Any outstanding balance, not paid immediately, shall bear an interest rate of 18% annually. This interest rate shall continue post-judgment. It is a bargained position between the parties, without which Castellon Services would not have entered this contract, that the parties waive their right to a trial by jury regarding any matter arising directly or indirectly from this contract or between the parties. The parties agree that the State Court of Florida shall be the original and exclusive venue for any matter between them. In addition to the remedies contained herein, Castellon Services may also exercise any remedy in law or equity. The choice of remedy shall not be to the exclusion of any other remedy; rather, Castellon Services' remedies shall be cumulative. All changes to this contract are only valid if done in writing and signed by all parties. Except for the written provisions contained herein, no other representations written elsewhere or made orally have been relied on by the parties and are thus of no effect.

5/16/16



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Notes Continued...

Signature:  Date: 07/30/24

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