



5/8/2023 corrected

Client Copy.

BUILDER CONSTRUCTION CONTRACT

THIS AGREEMENT, made this 8th day of May in the Year of 2023,

Between the Owner:

Patti & Michael Cheikin
34820 Capstan Lane
Lewes, DE 19958

And the Builder:

ProCoast/Coastal Home Services
32292 Nassau Road Unit C
Lewes, DE 19958

Project Address:

34820 Capstan Lane
Lewes, DE 19958

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. The contract documents consist of this agreement and the following attachments: A Project Budget as presented to the Owner May 8th 2023.

ARTICLE 2. SCOPE OF WORK

- 2.1. The Builder agrees to function as an agent of the Owner to provide Management, Supervision and Skilled Labor Services to construct the above-mentioned structure and fixtures attached thereto according to the construction documents.
- 2.2. The Builder will work with the existing architectural/engineering team to complete the architectural and engineering plans.
- 2.3. The Builder provided a Project Budget May 8th 2023.

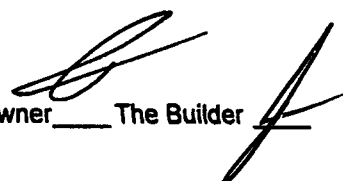
Initialed by: Owner _____ The Builder _____

- 2.4. The Builder will coordinate with the Owner and the Builder will gather all pertinent and valuable information from the Owner's & the Owner's Architect to define each sub-contractor's scope of work, clarify the contract drawings and documents, and resolve sub-contractors' questions and concerns so that they have a thorough understanding of the project. *The Builder is the only direct contact between the Designer & Architect and Trades/Vendors unless agreed to otherwise by the Builder, and is solely responsible for the dissemination of all information relative to the completion of all work as defined by these parties.*
- 2.5. The Builder will obtain qualified bids for each phase of work from prequalified trade-contractors. The Builder will write all contract agreements and obtain all the necessary certificates of insurance naming the Owner as additionally insured.
- 2.6. If during the course of construction unforeseen construction conditions are encountered, the Builder will investigate and suggest recommendations to the Owner utilizing current knowledge of building costs, methods, and means.
- 2.7. The Builder, as the Owner's agent, is responsible for the preparation, processing, and flow of all paperwork. This is to include: subcontract agreements, purchase orders and change orders; shop drawings and manufacturers' cut sheet submittals; and monthly applications for payment, construction sworn statements, waivers of lien.
- 2.8. The Builder will conduct project meetings with the Owner as outlined in the construction schedule
- 2.9. ProCoast has a "total quality" approach to doing business which includes the use of an on-line management portal - Builder-Trend, which the Owner will be provided access to.
- 2.10. The Builder will prepare a CPM Schedule, which identifies all construction activities. All scheduling is derived from computer-processed logic based on data from similar projects and is available to Owner via Builder-Trend.
- 2.11. ProCoast uses the latest systems and methods that we know are cost-effective. Our honesty and integrity are synonymous with our ability to provide the best value to our clients. All project savings are the Owner's.
- 2.12. The Builder acknowledges that the Owner may supply certain fixtures, and other various items. The Owner agrees that the Builder may have fees associated with the installation of said items and the Owner agrees to reasonable and agreed Installation Fees as set out prior to installation. *The Owner understands that all fixtures provided by the Owner and or their representative unless purchased directly by the Builder may be void of any warranty implied or intended.*

ARTICLE 3. TIME OF CONSTRUCTION

- 3.1. All dates for construction are included in the Construction Schedule attached hereto.

Initialed by: Owner _____ The Builder _____



ARTICLE 4. CONSTRUCTION FEES & PAYMENTS

- 4.1. Fees related to this Construction Contract shall be per the attached Budget any additional scope will be billed and calculated on a Cost-Plus basis, with Project Management, Sub-Contract Costs, Direct Labor, Materials, Permits and Liability Insurance assumed as a portion of Cost.

Additional Field Labor is billed at;

\$55.50 hourly – for Laborers

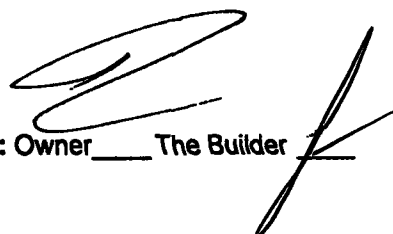
\$68.50 hourly – for Carpenters

\$72.50 hourly - Project Management

Overhead & Profit on additional work is also billed at 18% as shown in the base contract budget.

- 4.2. The current Construction Budget is **Two Hundred Eleven thousand seven hundred ninety eight dollars & 54/100 (\$211,798.54)**, based upon Costs as outlined and more fully described in the attached **Budget dated May 8th, 2023**.
- 4.3. The Owner and the Builder acknowledge that the Owner will pay a sum equal to 15% Deposit upon contract signing, 30% upon completion of drywall, 30% at installation of cabinetry, 20% upon completion of interior trims with final 5% due and payable upon completion outstanding punch list items. The Retained 5% will be settled within 14 Days of Substantial Completion. Should Cabinetry for this project be available prior to the sequenced draw schedule, an additional payment to cover cost will need to be defined.
- 4.4. All payments shall be made by check made out to proCoast.
- 4.5. If the Builder does not receive payment within **Fourteen (14) days** after delivery of payment demand for services satisfactorily completed, the Builder shall have the right to stop construction and/or terminate the contract at his option. Termination by the Builder under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to the Builder for that part of the services performed prior to such termination. Termination by the Owner under the provisions of this paragraph shall not relieve the Owner of the obligations of payments to the Builder for that part of the services performed prior to such termination.

ARTICLE 5. DUTIES OF THE BUILDER

Initialed by: Owner _____ The Builder 

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- 5.1. All construction shall be completed in a workman like manner, and shall comply with all applicable national, state and local building codes and laws.
- 5.2. Appropriately licensed and insured individuals to perform their said work, as outlined by law, shall perform all construction.
- 5.3. The Builder shall obtain all permits necessary for the work to be completed and bill owner according to all terms herein.

ARTICLE 6. CHANGE ORDERS AND FINISH SCHEDULES

6.1. Change Orders

- 6.1.1. All Change Orders need to be agreed to in writing by the Owner and the Builder, including cost, additional time considerations, approximate dates when the work will begin and be completed, a legal description of the location where the work will be done and signed by both parties.
- 6.1.2. Change Order cost shall be billed on a Cost-Plus basis using rates as articulated in these Contract Documents.
- 6.1.3. Additional time needed to complete change orders shall be taken into consideration in the project completion date.

6.2. Finish Schedules

7.2.1. Selection Schedules shall be submitted to the Builder as designated by the Construction Schedule.

- 6.3. Any delays or changes in finish selection schedules will delay the projected completion date.

ARTICLE 7. INSURANCE

- 7.1. The Owner will keep in force a Home Owners Insurance Policy which includes expanding coverage during construction on the said property to protect both Owner's and the Builder's interests until construction is completed.

Initialed by: Owner  The Builder 

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- 7.2. The builder will supply the homeowner with a COI with the owner listed as the certificate holder.
- 7.3. The Builder shall purchase and maintain needed Liability & Other Business insurance coverage as required by law and deemed necessary for his own protection.

ARTICLE 8. GENERAL PROVISIONS

- 8.1. If conditions are encountered at the construction site which are subsurface or otherwise concealed physical conditions or unknown physical conditions of an unusual nature, which differ naturally from those ordinarily found to exist and generally recognized as inherent in construction activities, the Owner will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Builder's cost of, and/or time required for, performance of any part of the work, will negotiate with the Builder an equitable adjustment in the contract sum, contract time or both.

ARTICLE 9. HAZARDOUS MATERIALS, WASTE AND ASBESTOS

- 9.1. Both parties agree that dealing with hazardous materials, waste or asbestos requires specialized training, processes, precautions and licenses. Therefore, unless the scope of this agreement includes the specific handling, disturbance, removal or transportation of hazardous materials, waste or asbestos, upon discovery of such hazardous materials the Builder shall notify the Owner immediately and allow the Owner to contract with a properly licensed and qualified hazardous material the Builder. Any such work shall be treated as a Change Order resulting in additional costs and time considerations.

ARTICLE 10. ARBITRATION OF DISPUTES

- 10.1. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

ARTICLE 11. WARRANTY

Initialed by: Owner  The Builder 

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11.1. Warranty of the construction project against defects in workmanship or materials utilized shall be handled between the Owner and the Builder directly. The manufacturer's warranty will prevail. All work is warranted for a minimum of one (1) year for all materials and labor.

ARTICLE 12. TERMINATION OF THE CONTRACT

12.1. Should the Owner or the Builder fail to carry out this contract, with all of its provisions, the following options and stipulations shall apply:

13.1.1 If the Owner or the Builder shall default on the contract, the non-defaulting party may declare the contract is in default and proceed against the defaulting party for the recovery of all damages incurred as a result of said breach of contract, including a reasonable attorney's fee. In the case of a defaulting Owner, the Earnest money herein mentioned shall be applied to the legally ascertained damages.

13.1.2 In the event of a default by the Owner or the Builder, the non-defaulting party may state his intention to comply with the contract and proceed for specific performance.

13.1.3 In the case of a defaulting Owner, the Builder may accept, at his option the earnest money as shown herein as liquidated damages, should earnest money not cover the expenses to date, the Builder may make claim to the Owner for all work executed and for proven loss with respect to equipment, materials, tools, construction equipment and machinery, including reasonable overhead, profit and damages applicable to the property less the earnest money.

ARTICLE 13. ATTORNEY FEES

13.1. In the event of any arbitration or litigation relating to the project, project performance or this contract, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses.

ARTICLE 14. ACCEPTANCE AND OCCUPANCY

14.1. Upon completion, the Owner and the Builder shall inspect the project, and the Builder shall make any repairs necessary to comply with the contract documents.

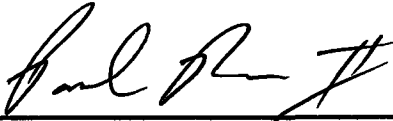
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Signed in the presence of:

Initialed by: Owner [Signature] The Builder [Signature]


Patti Cheikin

Witness

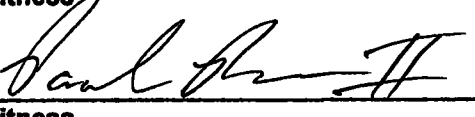

Paul Smith


Michael Cheikin


Paul Smith

Witness

Joey Maegerle
ProCoast/Coastal Home Services


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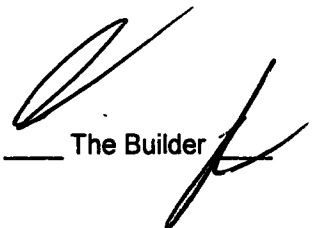
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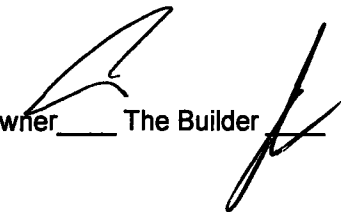
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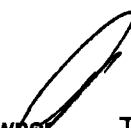

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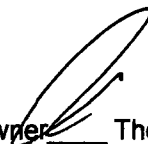
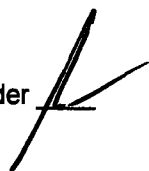
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WITNESS our hand and seal on this 11 day of May, 2023.

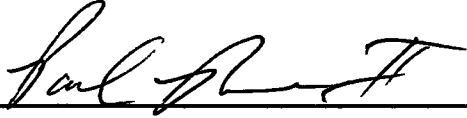
Signed in the presence of:

Initialed by: Owner  The Builder 


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Patti Cheikin



Witness



Michael Cheikinm




Witness



Joey Maegerle
ProCoast/Coastal Home Services



Witness

Initialed by: Owner  The Builder _____



ProCoast Coastal Home Services

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ESTIMATE
EST0138

John Maegerle
Business Number 302-381-2746
16928 kansas ct lewes del. 19958
3023812746
Joey@procoast.net

DATE
04/22/2023

TOTAL
USD \$9,148.54

TO

Cheikin

34820 Capstan Lane, Lewes, DE.
☎ +16106396035
patti.cheikin@gmail.com

DESCRIPTION	RATE	QTY	AMOUNT
Demolition Demo walls to accept pocket doors. Move bathroom wall.	\$68.00	12	\$816.00
Framing materials	\$167.00	1	\$167.00
Framing labor Frame openings to except pocket doors. Reframe master bathroom wall. Enclose guest bathroom main door.	\$72.00	18	\$1,296.00
Pocket door kits 2080-2680	\$220.00	1	\$220.00
Pocket doors	\$170.00	1	\$170.00
Pocket door installation, and Trim	\$72.00	8	\$576.00
Tile allowance Master/guest bathroom floor	\$1,600.00	1	\$1,600.00
Tile install labor Kitchen and master bathroom	\$35.00	52	\$1,820.00
Vent range hood Includes materials	\$528.00	1	\$528.00
Heated towel rack Including installing and electrical tie in.	\$370.00	1	\$370.00

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DESCRIPTION	RATE	QTY	AMOUNT
2 zone speaker install. \$190-2men per hour. Material to be supplied by homeowner. Time spent will be tbd.	\$190.00	1	\$190.00

SUBTOTAL			\$7,753.00
PROFIT OVERHEAD AND WARRANTY (18%)			\$1,395.54
TOTAL			USD \$9,148.54

ProCoast Coastal Home Services

John Maegerle
Business Number 302-381-2746
16928 kansas ct lewes del. 19958
3023812746
Joey@procoast.net

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PROCOAST
COASTAL HOME SERVICES

Sign copy
5/1/2023

TO
Cheikin Patti Michael.
34820 Capstan Lane, Lewes, DE.
☎ +16106396035
patti.cheikin@gmail.com

DATE
05/01/2023

TOTAL
USD \$211,798.54

ESTIMATE
EST0117

DESCRIPTION	RATE	QTY	AMOUNT
Electrical Inspect all electric. Disconnect and reconnect all switches and receptacles. Replacement of all ceiling fans. Install under cabinet lighting. Install All electrical trims to be white decor. Inspect existing Dimmer's lg fan-1 each \$800 Sm fan-2- each \$400	\$5,860.00	1	\$5,860.00
Plumbing Paint will be shermin Williams or Benjamin moore. Inspect plumbing throughout. Pressure test. Supply new master bathroom vanity faucets (unusable) INSTALL- Shower drains-2 Shower fixtures-2 toilets-2 Kitchen faucet-1 Bathroom sinks-3-kohler Utility sink-1 Reinstall reverse osmosis system. Reinstall dishwasher-1 Reinstall garbage disposal-1 Reinstall icemaker water line-1 Washing Machine-1	\$6,800.00	1	\$6,800.00

C2

Masonry Patch kitchen floor aprx:4x4 area	\$650.00	1	\$650.00
Insulation Install insulation throughout per Delaware code. Batton insulation throughout paper faced, Foil faced and bare to match existing.	\$2,290.00	1	\$2,290.00
Drywall repairs throughout Wall texture can not be restored to original finish/texture. All wall areas with texture are to be skim coated to a flat finish. Repair and patch all drywall: 1/2 drywall throughout. Repair damage from deconstruction.	\$8,000.00	1	\$8,000.00
Painting Remove and reinstall vinyl coated closet shelving. Repair damages from deconstruction. Primer as needed . Paint all ceilings flat white ceiling paint. Paint all baseboards/trim semi gloss color to match existing. Paint all walls color to match existing.	\$2,155.00	8	\$17,240.00
Flooring install labor Installation of new vinyl plank flooring. Includes installation of vapor barrier. Thresholds-2	\$5.50	2,030	\$11,165.00
Trim package materials to match existing. Colonial window/door casing 2-1/4. Missing or damaged Window sills. Colonial base 3-1/4 trim. quarter round.	\$2,840.00	1	\$2,840.00
Trim package labor Install colonial trim around doors and windows throughout. Install colonial base trim and shoe molding throughout.	\$2,100.00	2	\$4,200.00
Demo Remove cabinets at entry (Damaged during remediation) remove kitchen backsplash.(Incomplete demo from remediation.)Remove remaining household items not	\$55.50	24	\$1,332.00

C3

removed during remediation. Finish all misc incomplete demolition. Dispose of all items placed in garage during remediation.

Hardware to match existing. Door knobs. Bathroom hardware accessories. Towel rings-3. Towel bars-3. Toilet paper holders-2. Robe hooks-2. Kitchen cabinet hardware. Closet hardware. labor included..	\$3,140.00	1	\$3,140.00
Register cover material and labor Install all interior supply and return vent covers. \$14 allowance each	\$640.00	1	\$640.00
Tile waterproofing membranes 1100 master bathroom. 1300 2nd bathroom	\$2,100.00	1	\$2,100.00
Tile allowance Equivalent value of existing tile. Kitchen backsplash. Bathroom floors Shower walls. Shower floors.	\$8,400.00	1	\$8,400.00
Tile install labor Includes kurdi/Schluter waterproofing membranes. Shower walls, shower floor, guest bathroom floors, kitchen backsplash. Shower floors \$670 Shower walls \$6525 Kitchen backsplash \$1400	\$8,795.00	1	\$8,795.00
Kitchen cabinet installation Pre designed kitchen. Supplied by Atlantic Millwork and Co.	\$45.00	56	\$2,520.00
Kitchen cabinet package	\$28,882.00	1	\$28,882.00

C4

Countertop install labor Attempt to reinstall existing countertops.	\$850.00	1	\$850.00
fireplace insert Electric insert	\$1,400.00	1	\$1,400.00
Vanity install labor	\$80.00	2	\$160.00
Vanity top allowance Guest Bathroom-Single 30" Master Bathroom-Double 72"	\$1,800.00	1	\$1,800.00
Vanity top install labor	\$50.00	2	\$100.00
Mud room cabinet installation	\$650.00	1	\$650.00
Post construction cleaning	\$0.65	2,100	\$1,365.00
Appliance install labor Reinstall all appliances. Fridge. Dishwasher. Garage Disposal.	\$950.00	1	\$950.00
Mantel Material and installation of mantle to match existing	\$860.00	1	\$860.00
Management	\$68.50	24	\$1,644.00
Protection Materials to protect newly installed cabinets, countertops, flooring, tile, etc. Ram Board. Tape. Plastic. Adhesive Plastic. Mesh vent covers. Hvac filters-2 To be monitored during construction.	\$400.00	1	\$400.00
Shower doors	\$3,300.00	1	\$3,300.00

CS

Tempered glass shower doors. Hardware finish to be determined by homeowner.

Mirror allowance Master bathroom and guest bathroom, templated mirrors.	\$720.00	1	\$720.00
Flooring material High grade vinyl plank flooring. Vapor barrier. Threshold-2	\$8.00	2,030	\$16,240.00
Copper sink Supply and install	\$1,400.00	1	\$1,400.00
Dumpster Remove all construction debris	\$800.00	1	\$800.00
Porta John \$98 each. Est 3 Months	\$98.00	3	\$294.00
New range hood. Range hood damaged during remediation. Remove, supply and reinstall new range hood.	\$1,100.00	1	\$1,100.00
Interior barn doors Slab only -3 1 double. 1 single	\$919.67	1	\$919.67
Interior barn door hardware	\$110.00	2	\$220.00
Installation of interior barn doors	\$370.00	1	\$370.00
Install closet systems throughout Materials included approximately-46 Lf 1x10 110 Lf 1x4 Rods-16 Lf	\$3,200.00	1	\$3,200.00
Jacuzzi tub (Master Bathroom)	\$6,075.00	1	\$6,075.00

CG

Master bathroom under cabinet kickspace heater	\$550.00	1	\$550.00
High grade wood window blinds	\$7,198.62	1	\$7,198.62
Blind install	\$1,150.00	1	\$1,150.00
Bathroom vanity(Guest) 30"	\$800.00	1	\$800.00
Master bathroom vanity 72"	\$1,800.00	1	\$1,800.00
Mud room cabinets	\$4,500.00	1	\$4,500.00
Jacuzzi tub install	\$720.00	1	\$720.00
Doors damaged during deconstruction/remediation Interior-10-\$150 each Garage Man door-1-\$500	\$2,000.00	1	\$2,000.00
Interior door removal and installation	\$1,100.00	1	\$1,100.00

SUBTOTAL	\$179,490.29
PROFIT AND OVERHEAD (18%)	\$32,308.25
TOTAL	USD \$211,798.54

All selection time spent between homeowners and Behrens design(Stewart Ortell) will be billed at the hourly rates attached.

Estimate is based off information provided by homeowners. Prices are subject to change due to market fluctuations, Design changes and unforeseen challenges. All Change orders and unforeseen work will be approved by the homeowner prior to any price adjustments.

Draw Schedule

- 15% Due at Contract signing.
- 30% Due at Drywall completion.
- 30% Due at Kitchen cabinet install.
- 20% Due at trim completion

07

5% Due at completion of punch list.



BE-RENE

Hourly Rate Schedule 2023

The following rates are used for all projects and sites performed by BE-RENE. These rates are also used on general site professional fees and are valid under contract signed and dated within the year 2023.

Leadship Architect/Principal	\$ 115.00
Senior Designer/Free bid	\$ 110.00
Leadship Architect/Project Manager	\$ 95.00
Associate Landscape Architect	\$ 85.00
Associate Interior Designer	\$ 75.00
Draftsman/CADD operator	\$ 60.00
Administrative Assistant	\$ 50.00

Move

Jun 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
No work	28	29	30	1	2	3
	Industrial		E. P. ...			
No work	4	5	6	7	8	9
			
No work	11	12	13	14	15	16
				Kitchen Cabinet/vanity install		
No work	18	19	20	21	22	23
	Kitchen Cabl...		Flooring install			
No work	25	26	27	28	29	30
	Vinyl Doors (S...)		...			

CS

Move May 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
No work	1	2	3	4	5	No work
7	8	9	10	11	12	No work
No work	14	15	16	17	18	No work
	De...	Plu...	Electrical ins...	Plu...		
21	22	23	24	25	26	27
No work						Memorial Day
	Plu...	Drywall repairs		Plu...		
28	29	30	31	1		No work
No work						

Move Jul 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
No work						No work
					Sit...	
2	3	4	5	6	7	8
No work		Independence Day				No work
	Painting					
9	10	11	12	13	14	15
No work						No work
	Painting					
16	17	18	19	20	21	22
No work						No work
	Painting					
23	24	25	26	27	28	29
No work					Sit...	No work
	Plumbing					
30	31					No work
No work						
	Hardware	Filters				

Move Aug 2023

Sun	Mon	Tue	Wed	Thu	Fri	Sat
No work	1	2	3	4	5	No work
	Hardware in...	Wi...	Centers, U...			
6	7	8	9	10	11	12
No work						No work
	Plu...	Pos...				
13	14	15	16	17	18	19
No work						No work
20	21	22	23	24	25	26
No work						No work
27	28	29	30	31	1	No work
No work						