



a division of DeAngelo Contracting Services

Heather Hill
1040 DeLeon Drive
Dunedin, FL 34698
Contact: David Myers Phone: (585) 350-9663

CUSTOMER and DCS agree to the following:

- 1. Site Locations: DeAngelo Contracting Services will provide the following service(s) on behalf of the CUSTOMER in accordance with the terms and conditions of this Agreement dated May 11, 2022 at the following site(s) Shoreline Restoration
2. Scope of Work: CUSTOMER agrees to pay DeAngelo Contracting Services the following amount for the one-time special service project as described:

Table with 3 columns: #, Description, Total Due. Row 1: Revenue needed to replace 18"x140' drainpipe. Row 2: NOTE - a 50% deposit of \$13,998.00 will be required prior to work commencing. Row 3: Do Not Pay From This Agreement. Row 4: TOTAL DUE \$ 27,995.00

3. Contract Terms: The term of this Agreement shall be continuous without interruption until the project is completed or this Agreement is terminated as provided for below. Contract addendum(s) may alter or change these terms and conditions.

4. Safety: DeAngelo Contracting Services agrees to furnish for use in inspecting and treating agreed to bodies of water all appropriate equipment and products, which in its sole discretion will provide safe and effective results for the specific site(s) following Florida law, rules, regulations and BMP -Best Management Practices for aquatics.

5. Insurance: DeAngelo Contracting Services agrees to maintain the following insurance coverage: Worker's Compensation, General Liability, Automobile Liability, Property and Casualty, Excess Liability and Business Interruption Coverage. Upon written request, CUSTOMER may be listed as an "Additional Insured" at no extra charge. A Certificate of Insurance will be provided at the CUSTOMER's request.

6. Address Change: If DeAngelo Contracting Services or CUSTOMER undergoes a change in address, notification to the other party shall be made by email, or first-class mail. Written instructions including the new address and telephone number will be enclosed in the notification.

7. Management Change: If the CUSTOMER undergoes a change of management or personnel in governing and administering of the CUSTOMER, this Agreement will remain in place unless and until terminated in accordance with Paragraph 11. It is the responsibility of the CUSTOMER to notify DeAngelo Contracting Services of any management or personnel change by email or first-class mail. Customer is responsible for all invoices and past due amounts plus interest shall any invoice become past due because of said management changes.

8. Schedule of Payment and Penalties for past due invoices: CUSTOMER will be invoiced upon completion of the special service agreement and agrees to pay DeAngelo Contracting Services within thirty (30) days after date of invoice at the DCS home office at 100 North Conahan Drive, Hazleton, PA, 18201. Failure to pay the invoiced amount when due shall constitute a default under this Agreement

and will result in customer becoming responsible for all charges that are necessary to collect the full amount of the invoice plus said necessary collection charges.

9. Default: If CUSTOMER defaults on any provision of this Agreement, CUSTOMER hereby agrees that DeAngelo Contracting Services may, at its sole discretion, seek any or all the following remedies:

- a. Termination of this Agreement. In this event, CUSTOMER agrees to make immediate payment of the total contract amount through the end of its term (less previously paid payments) as liquidated and agreed upon damage.
- b. Filing of a mechanics lien on property for all monies due plus interest, DeAngelo Contracting Services costs and attorney's fees incurred by DeAngelo Contracting Services.

10. Termination Procedure: This Agreement may be terminated by either party with thirty (30) days written notice. Notification must be sent by certified mail, return receipt requested, to DeAngelo Contracting Services, 100 North Conahan Drive, Hazleton, PA 18201.

11. OTHER ITEMS:

- a. Work or other expenses related to request(s) by CUSTOMER for services that are not specified in this contract will require a signed Special Service Agreement (SSA) detailing the requested additional services and associated costs before work may begin. This SSA will be invoiced separately upon completion of the work detailed in the SSA.
- b. DeAngelo Contracting Services reserves the right, under special circumstances, to initiate surcharges relating to extraordinary price increases of any products.
- c. Customer agrees to notify and locate for company any private in ground utilities or structures. If customer does not notify and locate for company private in ground utilities or structures, company is not responsible for damages to said utilities or structures. Company will have public in ground utilities located through 811.
- d. DeAngelo Contracting Services will make every attempt to protect all work areas from excess damage and wear and tear. Minor cosmetic damage may occur that given time will return to pre work condition.

12. Contract Documents: This Agreement constitutes the entire Agreement of DeAngelo Contracting Services and the CUSTOMER. If any portion of this Agreement shall be held invalid or unenforceable, the remaining portions of this Agreement shall be binding upon both parties. No oral or written modification of the terms contained herein shall be valid unless made in writing and accepted by an authorized agent of both DeAngelo Contracting Services and CUSTOMER.

Brandon Lucas  
DeAngelo Contracting Services

\_\_\_\_\_  
CUSTOMER

Brandon Lucas  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

05/11/2022  
DATE

\_\_\_\_\_  
DATE

The offer contained in this Agreement is valid for sixty (60) days only and must be returned to our office for acceptance within that period. If not accepted within that time, the offer shall be void.

Home Office  
100 North Conahan Drive  
Hazleton, PA 18201  
(570) 580-9100

Tampa Location  
5539 River Gulf Road  
Port Richey, FL 34668  
(813) 627-8710

Sarasota Location  
2147 Porter Lake Drive, #A  
Sarasota, FL 34240  
(941) 371-8081