

Carillon Beach Association

115 Carillon Market St, Suite 212
Panama City Beach, Florida 32413-1098
(850) 234-7819 FAX (850) 234-6258
Email/scan: rob@carillonbeach.com

CONSTRUCTION AGREEMENT

Block: _____ Lot: _____

Address: _____

Pursuant to Part IV, Sect. 1.1 of the Carillon Beach Design Code, the undersigned Builder agrees to and understands the following conditions within Carillon Beach:

1. I, _____, of _____ have reviewed and understand the Carillon Beach Design Code and agree to construct all projects in accordance with final plans and specifications as approved for the project by the Carillon Beach Design Review. I understand that any changes to the final plans and specifications must be approved prior to implementation. I further understand that the Carillon Beach Association (Association) has adopted Part IV, Section 1.1 of the Carillon Beach Design Code as the Construction Code of Carillon Beach and will be enforcing same.
2. I agree to follow the Current Florida Building Code and State and County codes at all times and to follow all applicable state and local ordinances. I understand that the Design Review is intended only to assure compliance with the aesthetic concerns of the Carillon Beach Design Code. The Design Review, the Developer of Carillon Beach and the Association are not liable for any design or construction defects affecting the safety or structural integrity of the building.
3. I have reviewed and understand requirements for storm water and erosion control, and all other ordinances applying to development in Carillon Beach. Any workers involved in earthwork will provide for dust abatement and dune stabilization on a regular basis. Only white beach sand may be brought into Carillon for fill material.
4. I understand and agree that all piling construction within Carillon Beach must be augured or jetted and that the final 3' shall be tamped to obtain proper penetration and bearing capacity as required by the engineer. I understand and agree that piling work is restricted to week days and is not allowed on Saturday and Sundays.
5. I understand and agree that **I am responsible for any and all damage to the sidewalks, streets, and curbing during construction.** I further understand and agree that I am also responsible for any and all damage to the sidewalk, and curbing adjacent to the construction site and to the sidewalks across the street from the construction site. I have the option to saw-cut and remove the sidewalk prior to construction commencement for access to the site during construction. The access shall be cut at the approved driveway location. For a liability standpoint it is required that this area be barricaded. I also have the option to leave in the sidewalk and not cut it unless it is actually broken/damaged. Upon completion of construction I understand it is my responsibility to restore the sidewalk to its original condition with a broom finish.

5.a. Attached hereto is the Carillon Beach Construction Deposit Fee Schedule. The total deposit is due and shall be paid to the Carillon Beach Association no less than 30 (thirty) days prior to the commencement of construction or other applicable work.

_____ Initials

6. **Given the importance that the gravel plays in mitigating storm water control in the Community, at the sole discretion of the Carillon Beach Compliance Officer, any gravel in the vicinity of the house (including in front of the house in question and/or neighbors on either side or across the street) that is compromised can be replaced using funds from the refundable portion of the deposit. The Association will coordinate, inspect, approve, and make payment for any such work as might be required.**

7. I am responsible for maintaining a clean construction site at all times. **I agree to furnish roll-off dumpster(s) and keep the premises free from waste materials at all times. Roll-off will be COVERED at the end of each workday. Prior to placement of dumpster, contractor will provide proposed location review and approval.** No roadside or driveway shall be blocked by dumpster. Trash and debris shall be confined to the lot under construction. Paper and debris will be picked up each day before leaving the site, as well as sweeping all public sidewalks, adjacent driveways and the roadway for any stray nails or screws. Trash shall not be allowed outside of the Association approved designated trash and scrap area. Upon job completion, all remaining waste materials shall be disposed of legally, tools, construction equipment, machinery and surplus material shall be removed from the site. No dumping is allowed. Burning is not permitted. **If I fail to maintain a clean construction site as stated herein, the Association will have the right to perform, without notice any cleanup necessary and charge me accordingly.** Any damage caused by the dumpster shall be repaired to original condition by contractor. Minimum charge for damage will be \$150.

8. Prior to construction, new builds or remodels, please plan a site meeting with the Town Planner to determine fencing requirements, dumpster location, contractor parking, portable toilet placement location, and tree removal. If there is any removal of the outside surface of the home or during a new build, netting is required to wrap the house for protection of the neighboring homes. At this time, the HOA will place "No Trespassing" signs on the job site. These need to remain visible from the street and sidewalk for the remainder of the project.

9. **I understand that SPRAY PAINTING IS NOT ALLOWED on the exterior of the house or any exterior element of the structure.**

10. I am responsible for the behavior and actions of all workers and subcontractors who do work on my project while they are in Carillon Beach. I understand that abusive language, cat calls, and cussing will NOT be tolerated. Workers are to wear proper work attire at all times, specifically, workers must wear shirts. **All radios are banned from use at construction sites and within the Carillon Beach property. Contractors and sub-contractors are not allowed to bring dogs or other pets in Carillon Beach.**

11. I understand that it is the intent of the Design Review, the Developer, and the Association to maintain and preserve as much of the natural vegetation as possible. **I will not clear or damage the vegetation outside of the building and drive area, without written approval from the Design Review.** Prior to the start of any site construction, I will barricade (by means of a temporary fence) any area of vegetation that is to be preserved outside of the building and driveway areas.

12. I understand that all construction activity and all construction personnel shall not begin work earlier than **7 a.m. and must end work by 6:00 p.m. Monday through Saturday.** There shall be no construction activity on Sunday or on any principal holidays without the express written permission of the Association.

13. All vehicles and workers must abide by the traffic access and parking plan designated by the HOA. All roadways and walkways must be kept open for passage of through traffic. **Driveways of other residences cannot be used or blocked at any time.** I understand and agree the following fine system is in place with regard to speeding and parking:
- 1st violation: Verbal warning with a notification to General Contractor
 - 2nd violation: \$100 fine and Written Notification (copy to General Contractor)
 - 3rd violation: \$300 fine and operator of vehicle will be banned from entering Carillon Beach
14. I am responsible for containing work activity on the job site, taking care that it does not encroach on any adjacent property. Contractor shall provide any required debris netting or fencing to prevent trash, overspray, or debris from adjacent properties and driveways. **I will provide temporary sanitary facilities for each job site** (two adjacent sites may share one facility).
15. I will carry and keep in force at all times the following minimum insurance coverage, and at the signing of the Agreement, have **provided a complete copy of the insurance policy providing such coverage to the Association:**
- (a) Workmen’s compensation
 - (b) Bodily injury and property damage occurrence with a minimum limit of \$1,000,000 with a general aggregate of at least \$2,000,000 with Carillon Beach Association named as an “additional insured”
16. I understand that any construction being executed in a poor and unworkmanlike manner, or in violation of, or inconsistent with the plans previously approved by the Association until the work has been corrected to the satisfaction of the Association.
17. I understand and agree to the following fine system that is in place to remedy any failure on my part to abide by the above conditions.
- 1st violation: Verbal warning to offender and/or the General Contractor
 - 2nd violation: \$100 Fine and Written Warning letter to offender and/or the General Contractor
 - 3rd violation: \$500 Fine and Written Warning letter to offender and/or General Contractor.
18. I understand and agree that failure to abide by any of the above rules, or failure to require compliance by my employees or subcontractors, **or the lapse of any of the insurance requirements will, at the Association’s discretion, result in suspension of my building privileges within Carillon Beach.**
19. I agree to provide the Association and the Design Review with a Notice of Commencement prior to the start of construction.
20. I further agree to contact the Architect upon completion of construction and in cooperating with him/her until they sign and submit the Contractor’s Affidavit of Final Inspection and Compliance to the Design Review.

21. I agree that the total area for all construction related signs on a given lot shall be limited to 15 square feet and that all construction signage must be approved prior to installation by the Design Review and the Association. **All construction signs shall be promptly removed upon issuance of a certificate of occupancy.**

22. A Design Review approval notice must be posted prior to performing site work and during all phases of construction. The notice (the Green Card provided to you by Design Review) must be displayed on your sign board and will alert Carillon Management and Staff that your project is approved.

23. In the event any named storm shall threaten the Carillon Beach Community, Builder shall be required to take the actions defined herein to ensure that its worksite does not create a hazard to nearby persons or property. The responsibilities defined herein shall become effective any time Carillon Beach falls within the National Hurricane Center's Track Forecast Cone and actions required herein shall be completed not less than twenty (24) hours prior to any projected landfall. Said responsibilities shall include removal and/or storage of all construction materials, debris, portable toilets, or other objects which may become airborne when subjected to tropical and/or hurricane force winds or which may be carried away by flood waters; covering or emptying all construction dumpsters; and such other measures as the Association may determine to be necessary to minimize the construction site's impact on neighboring persons and/or property. Builder acknowledges that ensuring compliance with this provision and responsibility for the overall condition of the worksite lies solely with Builder, and Builder agrees to indemnify, defend, and hold harmless the Association and Design Review, including their respective directors, officers, employees, agents, and representatives, from any and all claims, causes of action, or demands which arise out of or in any way relate to Builder's worksite.

The Parties acknowledge that the Construction Agreement shall otherwise remain unchanged and in full force and effect.

This _____ day of _____, 20 _____

BUILDER: _____
 Signature

 Print Name

CARILLON BEACH ASSOC: _____
 Signature

 Print Name

Contractor Contact Information:

Builder: _____ Project Supervisor: _____
 Mobile Phone: _____ Mobile Phone: _____
 Alt. Phone: _____ Alt. Phone: _____
 Email: _____ Email: _____

Construction Deposit Received in the amount of \$ _____ paid by _____.

Construction Deposit Refund Date: _____

_____ Initials

**Duly amended by the Board of Directors
of the Carillon Beach Association on June 14th, 2019**

CBA Construction Deposit Fee Schedule

	Total Deposit	Refundable	Non- Refundable
Main House ¹	\$40,000	\$30,000	\$10,000
Guest House	\$10,000	\$5,500	\$4,500
Extensive Renovations	\$20,000	\$10,000	\$10,000
Home Demolition	\$10,000	\$6,500	\$3,500
Moderate Renovations	\$4,500	\$2,000	\$2,500
Pavers	\$1,500	\$1,500	
Paint	\$1,500	\$1,500	

¹This includes a main house and guest house if constructed at the same time.

The Deposit / Fee for a renovation project will be determined by the Town Planner and Association based on a written scope of the work to be performed which shall be submitted to the Design Review Board. If the scope of work is increased for any reason during the duration of construction beyond the originally submitted list of work, the Association may increase the required deposit as needed per the schedule listed above.

The Deposit / Fee amount for any project that does not clearly fall within the listed fee schedule will be determined by the Town Planner and Association within the limits listed above.