



UMATILLA COMMUNITY REDEVELOPMENT BOARD (CRA) MEETING

November 5, 2024 at 6:00 PM

Council Chambers, 1 S. Central Avenue, Umatilla, Florida 32784

AGENDA

Please silence your electronic devices

PLEDGE OF ALLEGIANCE AND INVOCATION

CALL TO ORDER

ROLL CALL

MINUTES REVIEW

PRESENTATIONS

PUBLIC COMMENT

At this point in the meeting, the Umatilla CRA Board will hear questions, comments and concerns from the public. Please write your name and address on the paper provided on the podium. Matters which may be coming before the Board at a later date should not be discussed until such time as they come before the Board in a public hearing. Comments, questions, and concerns from the public regarding items listed on this agenda shall be received at the time the CRA Board addresses such items during this meeting. Public comments are generally limited to three minutes.

ACTION ITEMS / DISCUSSION ITEMS

1. CRA Grant Application 211 North Central Ave- Glessner

DISCUSSION

2. Possible CRA acquisition - 31 Orange Lane

ADJOURNMENT

Individuals with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk at least two (2) working days in advance of the meeting date and time at (352)669-3125. F.S. 286.0105 If a person decides to appeal any decision or recommendation made by Council with respect to any matter considered at this meeting, he will need record of the proceedings, and that for such purposes, he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

The City of Umatilla is an equal opportunity provider and employer.



CITY OF UMATILLA AGENDA ITEM STAFF REPORT

DATE: October 31, 2024

MEETING DATE: November 5, 2024

SUBJECT: CRA Grant Application 211 North Central Ave- Glessner

BACKGROUND SUMMARY:

211 North Central Avenue is located on the northwest corner of State Road 19 and Mitchner Street. The property is zoned C-1 Commercial, and falls within the boundaries of the CRA district, making it eligible for CRA Matching Grant consideration. The building has been vacant since the Southern Magnolia clothing retail business closed in March 2022. The building is 1,528 in floor area. The building is currently owned by Donald M Glessner II Revocable Trust, who purchased the property in September 2024.

The scope of work includes refurbishment of exterior walls, remove and replace exterior windows and doors, exterior painting, exterior electrical wiring for lighting, aluminum awnings, and cleanup upon completion of all work. Color samples and renderings were provided. The applicant is eager to get started, and has already begun the permitting process. The property owner does not have a prospective tenant at this time, but will build out the interior to suit a future tenant after exterior renovation is complete. The following three quotes have been vetted. The applicant is electing to have the work completed by the low bidder, G2 Builders LLC.

Bidder	Bid Amount
1 G2 Builders LLC	\$29,950
2 Waterman Construction Corp	\$37,750
3 Advanced Commercial Contractors	\$42,250

RECOMMENDATIONS:

Staff recommends approval of a matching grant of \$10,000 for the restoration of the 99 year-old structure.

FISCAL IMPACTS:

This is the first application of fiscal year 2024/2025, fiscal impact is \$10,000 of \$80,000 budgeted for such facade improvements.

ATTACHMENTS:

1. CRA Application Glessner-211 N Central Ave
-

GRANT APPLICATION COVER LETTER

October 23, 2024

City of Umatilla
Umatilla Community Redevelopment Agency
1 South Central Ave, PO Box 2286
Umatilla FL 32784

Umatilla Community Redevelopment Agency,

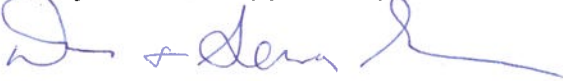
My name is Donald Glessner. My wife, Sena and I recently purchased the commercial building located at 211 N. Central Ave. Umatilla, FL 32784. We intend to fully renovate the building for use as an investment property.

I moved to Umatilla approximately 49 years ago and attended school at Umatilla Elementary, Umatilla Middle and graduated from Umatilla High in 1984. I have a vested interest in the community and welcome an opportunity to help improve it.

The building that we purchased was originally built in 1925 with an addition being constructed sometime later. Although the investment opportunity is a part of our personal financial strategy, we are both very excited to renovate the building to a like new condition while preserving some of the original history.

We are requesting assistance from the CRA Grant Program with both unmatched and matched funding. We have provided all documentation and would welcome an opportunity to become one of the Community Redevelopment Partners.

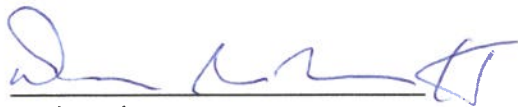
Thank you for this opportunity.

A handwritten signature in blue ink, appearing to read "Don & Sena", with a long horizontal flourish extending to the right.

Don and Sena Glessner

CITY OF UMATILLA REDEVELOPMENT AGENCY
MATCHING GRANT APPLICATION

1. Applicant's Name: Donald M. Glessner II
Address: 140 Boardman Dr. Umatilla, FL 32784
Phone 847-970-1411 Fax: N/A Email dmg1966@hotmail.com
2. Property Owner's Name: Donald M. Glessner II
Address: 140 Boardman Dr. Umatilla, FL 32784
Phone 847-970-1411 Fax: N/A Email dmg1966@hotmail.com
3. Contractor's Name: G2 Builders LLC
Address: 37222 SR 19 Umatilla, FL 32784
Phone 352-504-2973 Fax: N/A Email G2builders@mail.com
Contractor's License Number: CBC1261227
4. Property Address: 211 N. Central Ave. Umatilla, FL 32784
5. Current Use of Property: Vacant commercial property
6. Zoning of Property: C1
7. Briefly Describe the Project: Renovate exterior of existing 1925 commercial building.
8. Estimated Cost of Project: \$29,950.00



Applicant's Signature

10-21-24

Date



Owner's Signature

10-21-24

Date

SUBMITTAL REQUIREMENTS CHECK LIST

The CRA Matching Grant Program is for exterior improvements ONLY on business and commercial properties.

- ☒ Completed application form or Power of Attorney with property owner's signature
- ☒ Estimated budget with material samples and colors
- ☒ Photo(s) of current façade
- ☒ Scaled drawing clearly illustrating the proposed improvements
- ☐ N/A Copy of Business Tax License
- ☒ Copy of Paid Property Taxes
- ☐ N/A Copy of Tenant Lease, if applicable
- ☒ Tax value based on Property Appraiser record card





211 Central Ave.

Write a description for your map.

Legend



SCOPE OF WORK:

WORK TO INCLUDE BUT BE NOT LIMITED TO THE FOLLOWING:

- 1. Permitting**
 - a. Contractor to provide permitting w/ the AHJ to complete all work
- 2. Refurbishment of Exterior Walls**
 - a. Exterior repair to existing holes and cracks in exterior walls per Painting Specifications
 - b. Removal of masonry wall section on north side per plan
 - c. Framing infill of openings per plan
 - d. Framing of raised entry wall at front entrance per plan
 - e. Installation of wire lath and stucco to front of the building per plan
- 3. Removal and Replacement of Exterior Windows or Doors**
 - a. Installation of new east side storefront doors per plan
 - b. Installation of new north side double doors per plan
 - c. Installation of new north side 10' x 7' sectional or roll up door per plan
 - d. Installation of new east side windows per plan
- 4. Exterior Painting**
 - a. Prepare all surfaces for exterior paint per Painting Specifications
 - b. Prime and paint all exterior surfaces including walls, door, trim, etc. per Painting Specifications
- 5. Exterior Electrical**
 - a. Install new wiring for LED lighting on east side entrance and security lighting on north, south and west sides
- 6. Awnings**
 - a. Install aluminum awnings over front doors and windows
- 7. Cleanup and Debris Removal**
 - a. Clean up the site and remove debris daily and at completion of all work

NOTE: WORK TO BE QUOTED IS HIGHLIGHTED YELLOW ON CONSTRUCTION PLANS

3.0 PAINTING SPECIFICATIONS:

1. General Work Requirements

- The Contractor shall perform all work in accordance with applicable codes, and local ordinances.
- The term paint shall mean both paint and coatings including emulsions, enamels, stains, varnishes, sealers, and all other coatings whether organic or inorganic and whether used as prime, intermediate, or finish coats.
- All painting work shall be done in strict accordance with the paint manufacturer's recommendations.
- Do not apply paint until substrates are free of conditions that will inhibit proper coating adhesion or appearance.
- Ensure substrates' moisture content is within tolerances recommended by paint manufacturer prior to application of paint.
- Paint shall only be applied when environmental conditions recommended by the manufacturer are met.
- All surfaces to be painted shall be prepared in a workmanlike manner with the objective of obtaining a clean dry surface free from dust, dirt, debris, rust, scale, and all foreign matter. No surface shall be painted before the surface meets the requirements of the paint manufacturer.
- All surfaces shall be patched, sanded, repaired, caulked, or skim coated as needed to achieve a finished product free of imperfections, blemishes, and holidays.
- Hardware accessories, picture tracks, machined surfaces, plates, lighting fixtures, locksets, hinges, and similar items in place prior to cleaning and painting, and not intended to be painted, shall be protected or removed during painting operations and shall be promptly reinstalled after painting operations.
- Paint shall be applied by experienced painters with brushes, rollers, or other applicators designed for particular applications and shall be free of runs, sags, holidays, or unacceptable marks.
- Paint may be applied by experienced painters using airless sprayers where recommended by the manufacturer. All products used for thinning must be in strict accordance with the manufacturer's instructions.
- All substrates shall receive a minimum of one (1) coat of primer as needed and two (2) finish coats of paint. Additional coats of paint shall be applied, if necessary, to obtain an aesthetically pleasing appearance and the specified thickness and coverage.
- Where manufacturer's recommended materials, surface preparation, number of coats or mil thickness exceed what is shown in the specifications, the recommendations of the manufacturer shall govern.
- Drying times between coats shall conform to manufacturer's instructions.
- The Contractor shall use tarps, drop cloths, and painter's tape to protect work wherever such covering is necessary.

- Any unwanted paint shall be carefully removed without damage to any finish or surface.
- The Contractor shall not use any plumbing fixture or waste piping for mixing of, or disposal of paint.

2. Treatment Of Rust On Iron And Steel Substrates

- All rusted surfaces shall be treated with OSPHO rust converter (or equivalent equal) which shall generate a chemical reaction to convert existing rust into a stable, black protective polymeric coating and protect against future rust and corrosion. Prior to applying OSPHO, use a wire brush or wire wheel to remove loose paint, rust scales, dirt, oil, and anything else accumulated on the surface. Rust converter shall be compatible with all substrates and topcoats.

3. Primer & Paint Types To Be Used (or equivalent equal)

- Interior Office Wall, Trim & Doors: Sherwin-Williams ProMar 200 Zero VOC Interior Latex Primer & Paint w/ Anti-microbial agents
- Exterior Wood/Steel/Vinyl/Aluminum: Sherwin-Williams All Surface Enamel Latex Primer
- Exterior Wood/Steel/Vinyl/Aluminum: Sherwin-Williams A-100 Exterior Acrylic Latex Paint
- Exterior Masonry: Sherwin-Williams Loxon Primer & Paint
- Structural Steel: Sherwin-Williams Kem Kromik Alkyd-Metal Primer

4. Finish Types To Be Used – Unless otherwise specified

- Interior Office Wall, Trim & Doors: Walls satin – trim & doors semi-gloss
- Exterior Wood/Steel/Vinyl/Aluminum: Satin
- Exterior Masonry: Satin
- Structural Steel: Satin

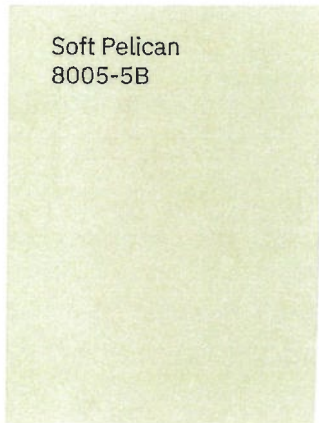
5. Standard Color Matches – Unless otherwise specified

- Owner to approve all colors prior to installation
- Contractor shall match existing if needed or provide samples

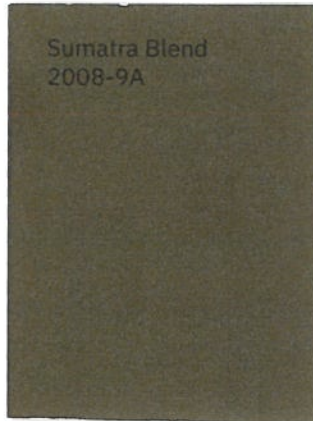
6. Clean-Up

- The Contractor shall leave the site clean and neat

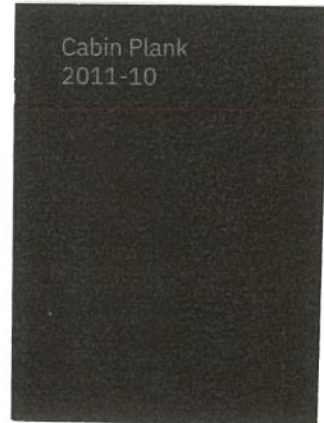
PROPOSED EXTERIOR COLORS



Soft Pelican
8005-5B



Sumatra Blend
2008-9A



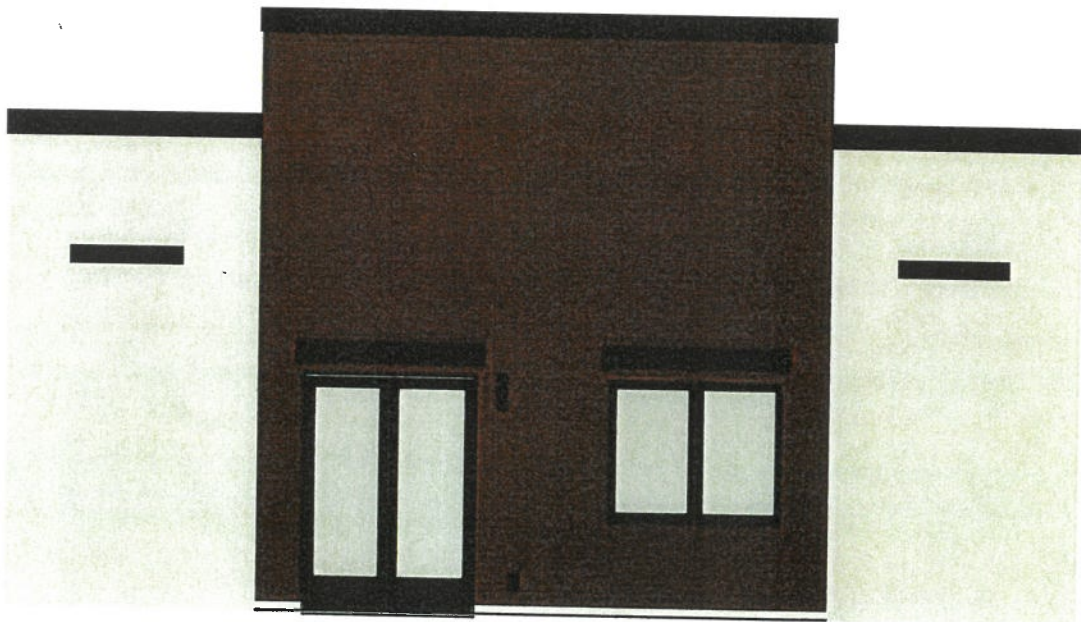
Cabin Plank
2011-10

WALLS

RAISED WALL

TRIM

PROPOSED ELEVATION



Bid Tabulation		211 N. Central Ave. Umatilla, FL	
Bidders	Company Name	Bid Amount	
1st Low Bid	G2 Builders LLC	\$29,950.00	
2nd Low Bid	Waterman Construction Corp.	\$37,750.00	
3rd Low Bid	Advanced Commercial Contractors	\$42,250.00	
		Bidder Selected	G2 Builders LLC



ESTIMATE

EST. # 111123

Estimate Date: Oct 21, 2024

Expiry Date: Jan 21, 2024

FROM:

G2 Builders LLC

License: CBC1261227

37222 Hwy 19

Umatilla, FL, 32784

Email: G2builders@mail.com

Phone: (352) 504-2973

TO:

Donald M. Glessner II Revocable Trust

Attn: Donald Glessner

211 N. Central Ave.

Umatilla, FL, 32784

Phone: (847) 970-1411

JOB:

Exterior Renovation of Commercial Building

Summary

1. Provide permitting to complete all work
2. Repair existing holes and cracks in exterior walls per Painting Specifications
3. Remove masonry wall section on north side per plan
4. Install framing infill of openings per plan
5. Install framing of raised entry wall at front entrance per plan
6. Install wire lath and stucco on front of the building per plan
7. Remove and replace of exterior windows or doors per plan
8. Prime and paint exterior walls, door, trim, per plan
9. Install new wiring and LED entrance and security lighting per plan
10. Install aluminum awnings over front doors and windows
11. Clean up the site and remove debris per plan

Subtotal	\$29,950.00
Grand Total (\$)	\$29,950.00
Deposit Due	\$7,487.50

Payment Schedule

Deposit (25.00%)	\$7,487.50
Due at Installation of Windows and Doors (25.00%)	\$7,487.50
Due at Completion of Exterior Paint (25.00%)	\$7,487.50
Balance Due at Completion of All Work (25.00%)	\$7,487.50

Accepted payment methods

Credit Card, Check, Cash, ACH Bank Transfer, Zelle

Message

If you have any questions, please don't hesitate to call. You can be confident that our goal is to provide you with the highest quality of service!

We look forward to working with you!

Terms

By signing this proposal, you are entering into a legally binding agreement for the specified services, and you acknowledge receipt and acceptance of all attachments including the Contract Terms and Conditions. Contract Terms and Conditions are included to ensure fairness, understanding, safety and satisfaction by all parties.

All invoices are payable upon receipt or as stated in the estimate.

Online ACH or Credit Card payments include a 3.5% transaction fee.

This is an estimate for the services you requested. Prices provided are subject to change as specified in the attached Contract Terms and Conditions.

Owner grants permission to utilize any photos, descriptions, reviews, quotes, texts or videos of the property for marketing purposes.

Owner grants permission to receive notifications and messages (e-mail or text) regarding scheduling, invoicing, promotions or services.

Owner Signature: _____ **Acceptance Date:** _____

TERMS AND CONDITIONS

1. **CONTRACTOR:** G2 BUILDERS LLC SHALL BE HEREINAFTER REFERRED TO AS "CONTRACTOR."
2. **OWNER:** OWNER/OWNER'S AGENT AND/OR TRUSTEES SHALL BE HEREWITIN REFERRED TO AS "OWNER."
3. **CONTRACT PRICING:** TOTAL PRICE INCLUDES A 3.5% DISCOUNT FOR PAYING WITH CASH OR CHECK IN PERSON. FOR ONLINE ACH OR CREDIT CARD PAYMENTS THE OWNER AGREES TO PAY AN ADDITIONAL 3.5% OF THE TOTAL PROJECT COST. THIS INCLUDES ALL PROPOSALS, CHANGE ORDERS; AND LUMP SUM , COST PLUS, AND/OR TIME AND MATERIAL CONTRACTS.
4. **PRICE REDETERMINATIONS:** OWNER AGREES THAT THE CONTRACTOR MAY CHARGE BY CHANGE ORDER FOR PRICE REDETERMINATION UP TO 5% WITH DOCUMENTED INCREASES IN THE COST OF LABOR, FUEL, OR MATERIALS AFTER 30 CALENDAR DAYS OF CONTRACT. AT ANY TIME, FOR INCREASES ABOVE OR BELOW 5% THE OWNER REFUSES PRICE REDETERMINATION, OWNER AGREES THAT CONTRACTOR MAY WITHDRAW FROM THE CONTRACT WITH NO PENALTY. OWNER AGREES THAT IF MATERIALS AND/OR LABOR EXPENDITURES TO DATE ARE IN EXCESS OF CURRENT OWNER PAYMENTS, CONTRACTOR SHALL INVOICE FOR ADDITIONAL FUNDS REQUIRED TO BRING THE ACCOUNT CURRENT. IF FUNDS EXCEED MATERIAL AND LABOR EXPENDITURES, CONTRACTOR SHALL RETURN ALL FUNDING IN EXCESS OF THESE COSTS. MATERIAL AND LABOR COSTS SHALL INCLUDE ALL PROFIT, OVERHEAD, AND STORAGE CHARGES. ALL MATERIALS PURCHASED AND PAID FOR SHALL BE THE PROPERTY OF OWNER. OWNER SHALL PROVIDE SHALL WITHIN 5 DAYS ARRANGE TO HAVE ITEMS PICKED UP FROM CONTRACTOR'S. OWNER AGREES TO PAY STORAGE FEES OF \$75.00 PER DAY FOR MATERIALS LEFT IN EXCESS OF 5 DAYS.
5. **PROMPT PAYMENT:** OWNER AGREES THAT THEIR FAILURE TO MAKE PROMPT PAYMENTS WILL CAUSE A FINANCIAL HARDSHIP TO CONTRACTOR, IT IS NECESSARY TO IMPOSE A FINANCE CHARGE IF PAYMENTS ARE NOT PROMPTLY MADE. ACCORDINGLY, OWNER AGREES TO PAY A FINANCE CHARGE ON AMOUNTS NOT PAID WITHIN 30 DAYS OF NOTIFICATION OF PAYMENT TO THE OWNER BY THE CONTRACTOR BASED ON THE FOLLOWING PERIODIC RATES: ONE AND ONE-HALF PERCENT (1.5%) PER MONTH ON THE UNPAID ADJUSTED BALANCE. (ADJUSTED BALANCE MEANS PREVIOUS BALANCE LESS PAYMENT RECEIVED AT THE TIME FOR THE MONTHLY BILLING). ONE AND ONE-HALF PERCENT (1.5%) PER MONTH IS AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PERCENT (18%). ADDITIONALLY, PROGRESS PAYMENTS LISTED IN THE PROPOSAL DO NOT REQUIRE LOCAL AND/OR STATE INSPECTIONS TO BE COMPLETED. OWNER AGREES TO MAKE PAYMENTS PROMPTLY AS LISTED IN PAYMENT SCHEDULE REGARDLESS OF LOCAL AND/OR STATE INSPECTIONS. THESE APPROVALS ARE THE RESPONSIBILITY OF THE CONTRACTOR AND HAVE NO BEARING ON OWNER'S PAYMENT RESPONSIBILITIES.
6. **COMMENCEMENT, COMPLETION, AND ACCEPTANCE:** IT IS AGREED AND UNDERSTOOD BY BOTH OWNER AND CONTRACTOR THAT CONTRACTOR SHALL PROVIDE CONTRACTING SERVICES. SUCH SERVICES HAVE VARYING DEGREES OF COMPLEXITY AND UNFORESEEN CONDITIONS PRECEDING JOBS THAT MAY IMPACT JOB MOBILIZATION DATES. OWNER AND CONTRACTOR SHALL REACH A MUTUALLY AGREEABLE JOB MOBILIZATION DATE. JOB MOBILIZATION DATE SHALL BE NO SOONER THAN 15 DAYS AFTER CONTRACT DATE UNLESS MUTUALLY AGREED UPON. WORK DEFINED HEREIN MAY REQUIRE ADVANCED WORK INCLUDING BUT NOT LIMITED TO ENGINEERING, PLANS, PERMITTING, AND MATERIAL SELECTION AND ACQUISITION. JOB MOBILIZATION DATE IS DEPENDENT UPON THE AFOREMENTIONED ITEMS. OWNER AGREES TO PROVIDE INFORMATION AND SELECTIONS IN A TIMELY FASHION. IT IS ACKNOWLEDGED BY THE OWNER THAT FAILURE TO PROVIDE INFORMATION AND SELECTIONS MAY DELAY JOB MOBILIZATION DATE AND MAY INCUR ADDITIONAL COSTS TO OWNER. THE CONTRACTOR HAS NO CONTROL OVER THE TIME PERIOD REQUIRED FOR ENGINEERING, PLANS, AND PERMITTING AND SHALL NOT BE RESPONSIBLE FOR DELAYS IN THIS PROCESS OR FACTORS UNKNOWN OR UNDISCLOSED TO CONTRACTOR AND ANY FACTORS LISTED HEREIN. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR INCREASED COSTS DUE TO THESE DELAYS. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ADDITIONAL REQUIREMENTS OF AHJ UNLESS STATED IN PROPOSAL.
7. **WARRANTY:** CONTRACTOR AGREES TO MAKE GOOD, WITHOUT COST TO THE OWNER, ANY DEFECTS DUE TO FAULTY WORKMANSHIP AND/OR MATERIALS FOR ONE (1) YEAR FROM THE DATE OF COMPLETION AND ACCEPTANCE OF THE WORK BY THE AHJ OR OWNER. CONTRACTOR AGREES TO PROVIDE WARRANTY AT NO COST TO OWNER. WORK BY OTHERS INCLUDING OWNER, OWNER HIRED CONTRACTORS OR SUBCONTRACTORS NOT EMPLOYED BY OR CONTRACTED BY CONTRACTOR SHALL NOT BE WARRANTIED. ALL AFTER THE FACT WORK BY OTHERS ON IMPROVEMENTS MADE BY CONTRACTOR SHALL VOID THE WARRANTY OF CONTRACTOR. MATERIALS NOT PURCHASED BY CONTRACTOR SHALL NOT BE WARRANTIED BY CONTRACTOR. UPON NOTIFICATION OF DEFECT BY OWNER TO CONTRACTOR, THE CONTRACTOR SHALL WITHIN 30 DAYS SCHEDULE TO EXAMINE DEFECT. IF DEFECT IS DUE TO FAULTY WORKMANSHIP AND/OR MATERIALS CONTRACTOR SHALL SCHEDULE TO MAKE GOOD WITHIN 30 DAYS, DEPENDENT ON AVAILABILITY OF REPLACEMENT MATERIALS.
8. **NO WARRANTY FOR REPAIR WORK TO EXISTING SYSTEMS:** CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, BY FACT OR LAW, FOR REPAIR WORK TO EXISTING SYSTEMS WHERE THE ENTIRE SYSTEM IS NOT REPLACED. CONTRACTOR SHALL USE THE HIGHEST DEGREE OF CARE IN INSTALLATION IN MAKING REPAIRS TO EXISTING SYSTEMS BUT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR DAMAGES OR LOSSES. EXAMPLES OF REPAIR WORK TO AN EXISTING SYSTEM INCLUDE BUT ARE NOT LIMITED TO: ROOF REPAIR, CERAMIC TILE REPAIR, SHOWER PAN REPAIR, FLOOR COVERING REPAIR, LOCK REPAIR, WOOD REPAIR, WINDOW REPAIR, HVAC REPAIR, FAUCET AND VALVE REPAIR.
9. **TERMINATION:** OWNER MAY TERMINATE THIS AGREEMENT WITH THIRTY (30) DAYS WRITTEN NOTICE. OWNER AGREES TO PAY CONTRACTOR ALL INCURRED AND FUTURE EXPENSES TO THE 30-DAY DATE PLUS THIRTY PERCENT (30%). THESE EXPENSES INCLUDE BUT ARE NOT LIMITED TO DEPOSIT WAIVERS, CANCELED WORK FEES, RESTOCKING FEES, ALL ASSOCIATED OVERHEAD EXPENSES. ANY PAYMENT OWED TO THE CONTRACTOR SHALL BE PAID IN FULL WITHIN THIRTY (30) DAYS OF INVOICE OR SUBJECT TO LATE FEES OUTLINED HEREIN. CONTRACTOR MAY CANCEL THIS AGREEMENT AT ANY TIME BECAUSE OF MATERIAL AND LABOR SHORTAGES, PRICING EXCALATION ABOVE 5%, ERRORS IN COMPUTING THE CONTRACT SUM, OWNER SELECTION DELAYS OR WORK BY OTHER DELAYS.
10. **PRE-1978 RESIDENTIAL HOMES:** SIGNATURE ON CONTRACT CONFIRMS RECEIPT OF THE "RENOVATE RIGHT: IMPORTANT LEAD HAZARD INFORMATION FOR FAMILIES AND CHILD CARE PROVIDERS & SCHOOLS" PAMPHLET.
11. **WORK BY OTHERS:** ANYTHING HEREIN NOTWITHSTANDING, CONTRACTOR SHALL NOT BE RESPONSIBLE FOR WORK PERFORMED BY OTHERS. WORK BY OTHERS IS DEFINED AS WORK PERFORMED BY OWNER, OTHER CONTRACTORS, OR INDIVIDUALS NEITHER CONTRACTED NOR EMPLOYED BY CONTRACTOR. ANY WORK PERFORMED BY OTHERS SHALL BE DONE AFTER THE COMPLETION AND WRITTEN APPROVAL BY OWNER OF WORK DONE BY CONTRACTOR, WHETHER COMPLETED OR IN PROGRESS. IF WORK TO BE DONE BY OTHERS IS REQUIRED TO BE PERFORMED PRIOR TO COMPLETION OF ALL WORK BY CONTRACTOR, OWNER ACKNOWLEDGES APPROVAL AND ACCEPTANCE OF CONTRACTOR'S WORK TO DATE, WHETHER COMPLETED OR IN PROGRESS. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR DAMAGES AND/OR DELAYS CAUSED AS A RESULT OF WORK BY OTHERS. DAMAGES MAY INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING: INCREASED PRICING, MATERIAL SHORTAGES, DAMAGE TO PROPERTY, ETC. WORK BY OTHERS SCHEDULE SHALL BE APPROVED IN WRITING BY CONTRACTOR PRIOR TO INITIATION. DELAYS CAUSED IN COMPLETING FINAL BUILDING INSPECTIONS AND RECEIVING CERTIFICATE OF COMPLETION OR OCCUPANCY AS A RESULT OF WORK BY OTHERS SHALL NOT DELAY FINAL PAYMENT TO CONTRACTOR. OWNER SHALL MAKE FINAL PAYMENT TO CONTRACTOR REGARDLESS OF REMAINING WORK BY OWNER, FINAL INSPECTIONS, AND RECEIPT OF CERTIFICATE OF COMPLETION OR OCCUPANCY. OWNER AGREES THAT DELAYS CAUSED BY ANY OF THESE OR OTHER REQUIREMENTS SHALL INCUR ADDITIONAL CHARGES AND SHALL BE BILLED TO OWNER BY CHANGE ORDER.
12. **ALLOWANCES:** CONTRACTOR MAKES EVERY EFFORT TO PROVIDE EXPERIENCE-BASED ESTIMATES OF ALLOWANCE COSTS BUT CANNOT GUARANTEE ACCURACY OF PRICING. CONTRACTOR RECOMMENDS OWNER EVALUATE AND SEEK ADDITIONAL QUOTES TO VERIFY PRICING. MATERIAL ALLOWANCES IN 30% GREATER THAN ACTUAL COST SHALL BE REFUNDED AT FINAL INVOICING. MATERIAL ALLOWANCES FOUND TO BE INSUFFICIENT SHALL BE SUBJECT TO A CHANGE ORDER TO BE PRESENTED TO OWNER FOR APPROVAL. IF OWNER DOES NOT APPROVE CHANGE ORDER, OWNER SHALL CHOOSE ANOTHER ITEM THAT DOES NOT EXCEED ORIGINAL ALLOWANCE AMOUNT. FAILURE BY OWNER TO MAKE DECISIONS THAT RESULT IN DELAYS OR CHANGES TO SCHEDULE SHALL BE BILLED ADDITIONALLY TO OWNER BY CHANGE ORDER. ALLOWANCES FOR SUBCONTRACTED WORK MAY INCLUDE MATERIAL AND LABOR COSTS WHICH MAY BE DOCUMENTED BY SUBCONTRACTOR INVOICING UPON REQUEST. THESE COSTS ARE FREQUENTLY UNKNOWN UNTIL COMPLETION. OWNER AGREES TO PAY ALL ADDITIONAL COSTS INCLUDING CONTRACTOR PROFIT AND OVERHEAD BY CHANGE ORDER.
13. **TIME AND MATERIAL RATES:** CONTRACTOR SHALL NOT BE LIABLE FOR CONCEALED DAMAGES OR UNFORESEEN CONDITIONS THAT COULD NOT HAVE BEEN KNOWN AT TIME OF INSPECTION, UNLESS SPECIFICALLY STATED IN THIS PROPOSAL. ADDITIONAL WORK, CONCEALED DAMAGES, AND/OR UNFORESEEN CONDITIONS, AT THE SOLE DISCRETION OF THE CONTRACTOR, SHALL BE QUOTED SEPARATELY OR PERFORMED AT A TIME AND MATERIAL RATES. RATE SHALL BE \$145.00 PER LEAD - PER HOUR, \$75.00 PER HELPER - PER HOUR AND ACTUAL MATERIAL COST - PLUS 30% MARKUP WITH A (4) FOUR HOUR MINIMUM CHARGE. INCLUDES ONLY REGULAR BUSINESS HOURS, 8AM TO 5PM - MONDAY - FRIDAY, AND SHALL INCLUDE ACTUAL TIME SPENT ON AND OFF OF THE SITE PROVIDING SERVICES, MATERIAL ACQUISITION, ALL EQUIPMENT RENTAL COSTS, DEBRIS REMOVAL AND DISPOSAL, AND ALL OTHER ACTIVITIES RELATED TO PROVIDING SERVICES REQUESTED BY OWNER. OWNER AGREES THAT TIME AND MATERIAL RATES SHALL BE PAID BY OWNER AND SHALL BE DUE AT A MINIMUM OF WEEKLY OR AS OTHERWISE SPECIFIED BY CONTRACTOR.
14. **CONTRACTOR SUPPLIED MATERIALS AND/OR SUPPLIES:** CONTRACTOR SHALL SUPPLY ALL EQUIPMENT, MATERIALS, AND SUPPLIES AS LISTED IN THE PROPOSAL. UNLESS SPECIFICALLY NOTED, EQUIPMENT, MATERIALS, AND SUPPLIES SHALL BE NEW IN CONDITION. IN THE EVENT EQUIPMENT, MATERIALS, AND/OR SUPPLIES ARE DAMAGED OR FOUND TO BE DEFECTIVE PRIOR TO, DURING, OR AFTER INSTALLATION CONTRACTOR SHALL REPLACE OR REPAIR TO NEW CONDITION AND/OR INDUSTRY STANDARDS AT ITS OWN DISCRETION. ALL MATERIALS LISTED IN PROPOSAL ARE OF STANDARD GRADE UNLESS SPECIFICALLY LISTED. STANDARD IS DEFINED AS READILY AVAILABLE AS IN-STOCK AT CONVENTIONAL HARDWARE/BUILDING SUPPLY STORES. OWNER AGREES TO CHANGE ORDER FOR ALL ITEMS REQUESTED BY OWNER THAT DO NOT MEET THIS DEFINITION.
15. **OWNER SUPPLIED MATERIAL AND/OR SUPPLIES WAIVER:** CONTRACTOR MAKES NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, BY FACT OR LAW, FOR MATERIAL AND OR SUPPLIES, WHETHER NEW OR USED, PROVIDED BY OWNER. CONTRACTOR SHALL USE THE HIGHEST DEGREE OF CARE WITH THESE ITEMS BUT SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR REPLACEMENT, DAMAGES, OR LOSSES, AS A RESULT OF HANDLING, STORAGE OR INSTALLATION OF SAID MATERIALS AND/OR SUPPLIES. IN THE EVENT THAT OWNER SUPPLIED MATERIAL AND/OR SUPPLIES ARE FOUND TO BE DEFECTIVE OR UNWANTED BY OWNER BEFORE, DURING, OR AFTER INSTALLATION, EMPLOYEE(S) DOWN TIME AND/OR REMOVAL AND RE-INSTALLATION SHALL BE BILLED ADDITIONALLY BY CHANGE ORDER. ALL MATERIALS AND/OR SUPPLIES PROVIDED BY OWNER ARE ASSUMED TO BE OF STANDARD GRADE UNLESS SPECIFICALLY LISTED. STANDARD IS DEFINED AS READILY AVAILABLE AS IN-STOCK AT CONVENTIONAL HARDWARE/BUILDING SUPPLY STORES. OWNER AGREES TO CHANGE ORDER FOR ALL ITEMS SUPPLIED BY OWNER THAT DO NOT MEET THIS DEFINITION. CONTRACTOR SHALL NOT BE RESPONSIBLE FOR PICK UP, RETURN, OR DELIVERY OF OWNER SUPPLIED MATERIALS OR SUPPLIES. OWNER AGREES TO CHANGE ORDER FOR DELAYS WAITING FOR OWNER PROVIDED MATERIAL AND/OR SUPPLIES, MISSING PIECES OR PARTS SUPPLIED BY CONTRACTOR , CHANGES BY OWNER THAT CAUSE DELAYS, AND FOR PICK UP, RETURN, OR DELIVERY BY CONTRACTOR.
16. **DAMAGE TO PROPERTY:** CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR DAMAGE TO OWNER'S PROPERTY CAUSED BY OWNER OR OWNER'S AGENTS, ACTS OF GOD, FIRE, FLOOD, VANDALISM, BURGLARY, OR CIVIL COMMOION OR DISTURBANCE. IN ADDITION, DAMAGE TO THE PROPERTY INCLUDING DRIVEWAYS, SIDEWALKS, LANDSCAPING, IRRIGATION, AND LAWNS CAUSED AS A RESULT OF THE WORK BEING PERFORMED SHALL BE THE RESPONSIBILITY OF THE OWNER TO REPAIR UNLESS SPECIFICALLY LISTED IN THE PROPOSAL.
17. **EXTRA WORK:** DURING PROGRESS OF CONSTRUCTION, OWNER MAY ORDER ADDITIONAL WORK. SUCH WORK SHALL BE SPECIFIED IN A WRITTEN CHANGE ORDER AND SHALL BE PAID IN ACCORDANCE WITH THE PAYMENT SCHEDULE OF THE CHANGE ORDER. WHILE THE CONTRACTOR ENDEAVORS TO INCLUDE ALL NECESSARY ITEMS IN THE PROPOSAL, ANY COSTS FOR UNFORESEEN REQUIREMENTS NOT SPECIFICALLY LISTED AND REQUIRED BY THE AUTHORITY HAVING JURISDICTION (AHJ) SHALL BE BILLED TO OWNER BY CHANGE ORDER. THESE ITEMS COULD INCLUDE, BUT ARE NOT LIMITED TO ADDITIONAL ENGINEERING, CODE COMPLIANCE, ADDITIONAL WORK REQUIREMENTS, SURVEYS, SITE REQUIREMENTS, PLAN REVISIONS OR ADDITIONS, VARIANCES, ETC.
18. **PROTECTION OF OWNER'S PROPERTY:** OWNER AGREES TO REMOVE AND PROTECT ANY PERSONAL PROPERTY INSIDE AND OUT THAT WILL BE IN THE WORK AREA. WORK AREA IS DEFINED AS ANY AREA WHERE WORK IS BEING DONE OR ANY AREA LEADING TO OR FROM THE AREA WHERE WORK IS BEING DONE. CONTRACTOR SHALL NOT RESPONSIBLE OR LIABLE FOR DAMAGE OR LOSS TO ANY ITEMS NOT REMOVED.
19. **PROPERTY LINES:** THE OWNER IS SOLELY RESPONSIBLE FOR THE LOCATION OF ALL PROPERTY AND EASEMENT LINES. IF ANY DOUBT EXISTS TO THE LOCATION OF THE PROPERTY OR EASEMENT LINES, THE OWNER SHALL AT THEIR COST ORDER A SURVEY. OWNER SHALL PROVIDE CONTRACTOR WITH WRITTEN SCHEDULE FOR APPROVAL SPECIFYING A COMPLETION DATE. IF SCHEDULE IS APPROVED OWNER AGREES THAT DELAYS SHALL INCUR ADDITIONAL CHARGES AND SHALL BE BILLED TO THE OWNER BY CHANGE ORDER.
20. **BUILDING, ZONING, ENGINEERING, AND HEALTH DEPARTMENT APPROVALS:** FOR PROJECTS THAT REQUIRE APPROVALS ANY ISSUES SPECIFIED BY THESE BODIES AND NOT SPECIFIED IN THE CONTRACT SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER. EXAMPLES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING: ADDITIONAL ENGINEERING, ADDITIONAL PLAN PAGES, SURVEYS, SETBACKS, SITE REQUIREMENTS, WELL AND/OR SEPTIC REQUIREMENTS, GRADING AND DRAINAGE REQUIREMENTS, REZONING, ENDANGERED SPECIES ACT, ETC. OWNER AGREES THAT DELAYS CAUSED BY THESE OR OTHER REQUIREMENTS SHALL INCUR ADDITIONAL CHARGES AND SHALL BE BILLED TO THE OWNER BY CHANGE ORDER.
21. **MATCHING MATERIALS AND SUBSTITUTION OF MATERIALS:** CONTRACTOR CALLS ATTENTION TO OWNER THE LIMITATIONS OF MATCHING BUILDING MATERIALS & FINISHES (INCLUDING BUT NOT LIMITED TO PAINT, DRYWALL TEXTURE, STUCCO, TILE, CARPET, SIDING, BRICK, GROUT, FLOORING, AND ROOFING MATERIALS). WHILE CONTRACTOR SHALL MAKE EVERY EFFORT TO MATCH NEW MATERIALS &

FINISHES TO EXISTING EXACT DUPLICATION CANNOT BE GUARANTEED. ADDITIONALLY, CONTRACTOR CANNOT GUARANTEE FINISH CONSISTENCY. CONTRACTOR SHALL HAVE THE RIGHT TO SUBSTITUTE MATERIALS & FINISHES OF SIMILAR QUALITY, PATTERN, DESIGN, AND COLOR TO OBTAIN A CLOSE MATCH.

22. **INSURANCE:** THE CONTRACTOR SHALL PURCHASE AND MAINTAIN AT THE CONTRACTOR'S EXPENSE, ALL REQUIRED WORKERS' COMPENSATION INSURANCE OR EXEMPTIONS, COMMERCIAL GENERAL LIABILITY INSURANCE, AND AUTOMOBILE LIABILITY INSURANCE TO PROTECT THE CONTRACTOR FROM CLAIMS FOR DAMAGES BECAUSE OF BODILY INJURY, INCLUDING DEATH, AND FOR DAMAGES TO PROPERTY THAT MAY ARISE BOTH OUT OF AND DURING OPERATIONS UNDER THIS CONTRACT. OWNER SHALL PURCHASE AND MAINTAIN THEIR OWN LIABILITY INSURANCE AND BUILDERS RISK INSURANCE, INCLUDING FIRE, FLOOD, AND CASUALTY INSURANCE UPON THE RESIDENCE/STRUCTURE, TO THE FULL INSURABLE VALUE FOR THE WORK BEING PERFORMED UNDER THIS CONTRACT AND SHALL NAME THE CONTRACTOR AS AN ADDITIONAL INSURED. IF BUILDERS RISK INSURANCE IS NOT PROVIDED BY OWNER, OWNER ACCEPTS FULL PERSONAL LIABILITY FOR DAMAGES AND LOSSES TO THE NEW CONSTRUCTION, EXISTING CONSTRUCTION, MATERIALS, AND TOOLS. ADDITIONALLY, IF OWNER HAS WORK BEING PERFORMED BY THEMSELVES OR OTHERS, GENERAL LIABILITY, WORKERS COMPENSATION, AND VEHICLE INSURANCE MEETING THE REQUIREMENTS SPECIFIED BY CONTRACTOR SHALL BE PROVIDED DIRECTLY FROM THE INSURANCE VENDOR TO GENT FOR APPROVAL PRIOR TO THE INITIATION OF ANY WORK.
23. **WORK SITE:** THE OWNER ACKNOWLEDGES AND FULLY UNDERSTANDS THAT PER FLORIDA STATUTE CHAPTER 810, THE AREA WHERE WORK IS BEING PERFORMED IS A DESIGNATED CONSTRUCTION SITE. LIFE SAFETY IS PARAMOUNT AND APPROVAL BY THE CONTRACTOR IS REQUIRED PRIOR TO ENTRANCE BY OWNER, OWNER AGENT'S, RELATIVES, FRIENDS, ETC. AT NO TIME SHALL THE OWNER, OWNER'S AGENT'S, RELATIVES, FRIENDS, ETC. BE PERMITTED TO PERFORM WORK IN THE DESIGNATED CONSTRUCTION SITE UNLESS SPECIFIC WRITTEN APPROVAL IS GIVEN BY THE CONTRACTOR.
24. **CONSEQUENTIAL DAMAGES WAIVER:** IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES TO PROPERTY, RENTAL EXPENSES, LOSS OF USE, LOST PROFITS, LOSS OF INCOME, FINANCING, LOSS OF MANAGEMENT AND/OR EMPLOYEE PRODUCTIVITY, LOSS OF BUSINESS OPPORTUNITY OR OTHER SIMILAR DAMAGES RESULTING FROM OR ARISING OUT OF THIS AGREEMENT.
25. **OWNER AGENTS:** CONTRACTOR WILL NOT PROVIDE CONSTRUCTION CONSULTATION SERVICES OR PROJECT ADVICE OR APPROVALS TO OWNER FOR COMPLIANCE WITH BUILDING CODES, PERMITTED DOCUMENTS, AHJ REQUIREMENTS, SURVEY REQUIREMENTS, OR OTHER ITEMS NEEDED FOR SUCH COMPLIANCE AS NOT CONTRACTUALLY OBLIGATED TO OWNER, OWNER PROVIDED CONTRACTORS, ENGINEERS, CONSULTANTS, DECORATORS, FINANCIAL INSTITUTIONS, ETC. ADDITIONALLY, CONTRACTOR WILL NOT PROVIDE CONSTRUCTION CONSULTATION SERVICES OR PROJECT ADVICE OR APPROVALS TO OWNER FOR OWNER PROVIDED MATERIALS AND/OR SUPPLIES. IF THESE SERVICES ARE REQUIRED, OWNER AGREES THAT THEY SHALL BE BILLED TO OWNER BY CHANGE ORDER.
26. **FORCE MAJEURE:** IN NO EVENT SHALL THE CONTRACTOR BE RESPONSIBLE OR LIABLE FOR ANY FAILURE OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER ARISING OUT OF OR CAUSED BY, DIRECTLY OR INDIRECTLY, FORCES BEYOND ITS CONTROL, INCLUDING BUT NOT LIMITED TO, PANDEMICS, WORK BY OTHERS, OWNER PROVIDED MATERIALS OR SERVICES, STRIKES, WORK STOPPAGES, ACCIDENTS, ACTS OF WAR OR TERRORISM, CIVIL OR MILITARY DISTURBANCES, NUCLEAR OR NATURAL CATASTROPHES OR ACTS OF GOD, AND INTERRUPTIONS, LOSS OR MALFUNCTIONS OF UTILITIES, COMMUNICATIONS OR COMPUTER (SOFTWARE AND HARDWARE) SERVICES; THE CONTRACTOR SHALL USE REASONABLE EFFORTS CONSISTENT WITH ACCEPTED PRACTICES IN THE CONSTRUCTION INDUSTRY TO RESUME WORK AS SOON AS PRACTICABLE. OWNER ACKNOWLEDGES THAT THIS MAY RESULT IN INCREASED PROJECT COSTS AND AGREES TO A CHANGE ORDER FOR DOCUMENTABLE EVENTS AND OCCURRENCES.
27. **PLANS AND ENGINEERING:** PLANS AND ENGINEERING DESIGN SERVICES PROVIDED BY CONTRACTOR SHALL INCLUDE ONLY THE STANDARD PAGES AND INFORMATION LISTED IN THIS PROPOSAL. ADDITIONAL DOCUMENTATION, SETBACK VERIFICATION, VARIANCES, GRADING PLANS, SWALES, RETENTION AREAS, SURVEYS, DETAILS, SPECIFICATIONS, PLAN PAGES OR ADDITIONAL ENGINEERING REQUIRED FOR PERMITTING OR REQUIRED BY THE AHJ, BUT NOT INCLUDED IN THE PROPOSAL SHALL INCUR ADDITIONAL COSTS. OWNER AGREES THAT ALL REVISIONS REQUIRED BY THE AHJ, CODE CHANGES, OR OWNER CHANGE REQUESTS SHALL BE BILLED TO OWNER BY CHANGE ORDER.
28. **SEVERABILITY:** IF A PROVISION OF THIS AGREEMENT IS OR BECOMES ILLEGAL, UNENFORCEABLE, OR INVALID IN ANY JURISDICTION, IT SHALL NOT AFFECT THE ENFORCEABILITY OR VALIDITY OF ANY OTHER PROVISION OF THIS AGREEMENT, OR THE ENFORCEABILITY OR VALIDITY IN OTHER JURISDICTIONS OF THAT OR ANY OTHER PROVISION OF THIS AGREEMENT.
29. **PERMITTING COSTS:** CONTRACTOR CHARGES A FEE FOR PERMIT ACQUISITION. ACTUAL PERMIT COSTS VARY BY PROJECT AND BY PERMITTING AGENCY. ACTUAL PERMITTING COSTS SHALL BE PAID BY THE OWNER TO CONTRACTOR OR THE PERMITTING AGENCY AS DIRECTED BY CONTRACTOR. OWNER AGREES THAT DELAYS CAUSED BY ANY OF THESE OR OTHER REQUIREMENTS SHALL INCUR ADDITIONAL CHARGES AND SHALL BE BILLED TO THE OWNER BY CHANGE ORDER.
30. **STAFF AND SUBCONTRACTORS:** OWNER AGREES TO REFRAIN FROM LENGTHY CONVERSATIONS WITH CONTRACTOR WORKERS AND SUBCONTRACTORS. NECESSARY CONVERSATION BETWEEN WORKERS AND OWNER TO DETERMINE SPECIFIC REQUIRED INFORMATION OR APPROVALS THAT CAN ONLY BE PROVIDED BY THE OWNER ARE ACCEPTABLE. UNNECESSARY, IRRELEVANT, REDUNDANT, OVERLY LONG CONVERSATIONS THAT KEEP WORKERS FROM ACCOMPLISHING THEIR DUTIES SHALL NOT BE TOLERATED, SHALL INCUR ADDITIONAL CHARGES AND SHALL BE BILLED TO THE OWNER BY CHANGE ORDER.
31. **DISPUTES:** DISPUTES ARISING UNDER THIS AGREEMENT MUST FIRST BE MEDIATED BY A SUPREME COURT CERTIFIED CIRCUIT CIVIL MEDIATOR IN LAKE COUNTY, FLORIDA. THE PARTIES AGREE THAT THE MEDIATION SHALL OCCUR WITHIN THIRTY (30) DAYS OF THE DATE MEDIATION IS REQUESTED BY EITHER PARTY. THE MEDIATOR SHALL BE AGREED UPON BY BOTH PARTIES AND SHALL HAVE VERIFIABLE CONSTRUCTION EXPERTISE.
32. **ATTORNEY'S FEES:** IF ANY ACTION AT LAW OR IN EQUITY IS NECESSARY TO ENFORCE OR INTERPRET THE TERMS OF THIS AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO REASONABLE ATTORNEY'S FEES, COSTS, AND NECESSARY DISBURSEMENTS IN ADDITION TO ANY OTHER RELIEF TO WHICH SUCH PARTY MAY BE ENTITLED.
33. **ESTIMATE/PROPOSAL/CONTRACT/AGREEMENT:** THE UNSIGNED DOCUMENT, PROVIDED BY CONTRACTOR TO OWNER, IS AN ESTIMATE FOR REVIEW BY OWNER FOR SERVICES REQUESTED. ONCE SIGNED, IT CONSTITUTES THE AGREEMENT THAT GOVERNS THE PROJECT. IT IS MUTUALLY AGREED UPON BY CONTRACTOR AND OWNER THAT THIS IS A LUMP SUM CONTRACT, EXCEPT AS MAY BE SPECIFICALLY LISTED OTHERWISE. INDIVIDUAL PRICING MAY REFLECT AN ECONOMY OF SCALE AND LINE-ITEM PRICING IS NOT PROVIDED.
34. **WAIVER:** ANY FAILURE BY CONTRACTOR TO EXERCISE ANY RIGHTS UNDER THIS AGREEMENT SHALL NOT CONSTITUTE A WAIVER OF CONTRACTOR'S RIGHTS.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND

PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1396; 2601 Blair Stone Road, Tallahassee, FL 32399.

FLORIDA CONSTRUCTION LIEN LANGUAGE

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. 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. IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT HAVE NOT BEEN PAID. YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE 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.



PROPOSAL/CONTRACT:

TO: Donald M Glessner II
Revocable Trust
211 N Central Avenue
Umatilla FL 32784
Phone: 352-504-2973
E-mail: DMG1966@gmail.com

Date: October 18, 2024

We hereby submit specifications and estimate for Renovation of existing commercial building located at the address above. Parcel number 13-18-26-1200-00D-00400; Legal description – Umatilla, Yancey's Add Lots 4, 5; Blk D—less W'ly 79 feet—PB 1 PG 30 ORB 5958 PG 1060:

- To follow attached bid document for exterior work only, highlighted in yellow.
- Drawings were sealed and dated 10/11/2024.

TOTAL: \$37,750.00

Exclusions:

- No other equipment work, repair or replacement
- Changes made/required by building department or fire department
- All other work on bid document NOT highlighted in yellow is excluded from this proposal.

We hereby propose to furnish labor and materials on complete accordance with the above specifications, for the sum of **\$35,750.00** dollars with payment to be made as follows: 10%

Mobilization due at signing of contract for start up money, monthly draws via AIA G703 Schedule, submitted by 25th of each month, paid by the 10th of the following month. No retainage withheld on monthly draws or \$3,575.00 for start-up money, draws as work progresses, \$1,787.50 upon completion. All material is guaranteed to be as specified. All work to be completed in a workmanlike manor according to standard practices. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accident or delays beyond our control. This proposal is subject to acceptance within thirty (30) days and is void thereafter at the option of the undersigned.

Escalation Clause: The contract price for this residential construction project has been calculated based on the current prices for the building materials. However, the market for the building materials is volatile, and sudden price increases could occur. The Contractor agrees to use his best efforts to obtain the lowest possible prices from available building material suppliers, but should there be an increase in the price of these materials, the Owner agrees to pay that cost increase to the Contractor. Any claim by the Contractor for payment of a cost increase, shall require written notice delivered to the Owner stating the increased cost and the building material or materials in question.

Force Majeure Events: No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of the Agreement when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosions; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; actions, embargoes, or blockades in effect on or after the date of the Agreement; (f) national or regional emergency; (h) regional or global epidemics, pandemics, quarantines, and other similar health threats (e.g. coronavirus, influenza, etc.); (i) market changes that affect the lead time of necessary materials; **Due to circumstances beyond control, there are material items that have long delays in delivery, these items must be paid at time of order and are non-refundable once ordered. If necessary items become unavailable, the contractor will present different options, that will allow the job to continue;** and (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event. The impacted party shall give prompt notice of the Force Majeure Event to the other party, stating the period the occurrence is expected to last.

Authorized Signature: 

Title: President

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

ACCEPTED:

Date: _____ Signature: _____

NOTICE OF RECOVERY FUND

Construction Industries Recovery Fund: Payment may be made available from the Construction Industries Recovery Fund if you lose money on a project performed under contract, where the loss results from specified violations of Florida law by a state-licensed contractor. For information about the recovery fund and filing a claim, contact the Florida Construction Industry Licensing Board at 1940 North Monroe Street, Tallahassee, Florida 32399-1039. Florida Statutes 489.1425

ACCORDING TO THE 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 THE 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.

PROPOSAL



Advanced Commercial Contractors, Inc.

Date:	10/20/2024	Owner:	Donald M Glessner II Revocable Trust
Project:	Exterior Renovation of Commercial Building	Space:	
Location:	211 N. Central Ave. Umatilla, FL 32784	Sq. Footage:	N/A
Prepared By:	Advanced Commercial Contractors, Inc	Proposal Number:	24-1020

Description of Work:

Per drawings and description provided by Don Glessner "Bid Documents"

DIRECT COSTS

cost code	Base Bid Area:	Cost	Comments:
	Refurbishment & Infill of Exterior Walls	\$8,700.00	
	Exterior Windows and Doors	\$11,000.00	
	Exterior Painting	\$4,500.00	
	Exterior Electrical	\$3,750.00	
	Awnings	\$3,600.00	
	Cleanup and Debris Removal	\$1,500.00	
	TOTAL	\$33,050.00	

GENERAL REQUIRMENTS	Cost	Comments:
Temporary Barriers and Enclosures	NIC	
Dumpsters and/or Debris Removal	\$600.00	
Permits and Approvals	\$600.00	
Utility Fees	NIC	
General Conditions	\$3,000.00	Supervision, per diem, vehicle, equipment rental
Sales Taxes	Included	
Contractor Overhead	\$2,500.00	
Contractor's Profit	\$2,500.00	
Contractors Insurance	Included	
Contingency	NIC	
TOTAL	\$9,200.00	

INDIRECT COSTS	Cost	Comments:
Architectural Fees	NIC	
Civil Engineering Fees	NIC	
Structural Engineering Fees	NIC	
MEP FP Engineering Fees	NIC	
TOTAL	\$0.00	

Alternates:			
1			
2			
3			
TOTAL		\$0.00	

Total Project Cost:	\$42,250.00
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This instrument prepared by/return to:
Kerstyn R. Yoder, Real Estate Closing Specialist
SHIPLEY LAW FIRM & TITLE COMPANY
20110 U.S. Highway 441, Suite A
Mount Dora, Florida 32757-6901
Telephone: (352) 383-3397
Facsimile: (352) 383-1364
shipleylawfirm.com

Our file number: 24-11152

Tax parcel identification number: 13-18-26-1200-00D-00400

Consideration paid: \$170,000.00

Space above reserved for recording data.

Warranty Deed to Trust

This Warranty Deed is given this 24th day of September 2024 from Corey Ray Wingo, a married man (hereinafter called "Grantor"), to Donald Mackey Glessner II, as trustee of the Donald M. Glessner II Revocable Trust, under agreement dated March 20, 2017 and amended and restated on March 27, 2024 (hereinafter called "Trustee" or "Grantee"), the mailing address of which trust is 140 Boardman Drive, Umatilla, Florida 32784-7621:

(Wherever used herein the terms "Grantor" and "Grantee" includes all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of business entities.)

Witnesseth: That the Grantors, for and in consideration of the sum of Ten Dollars and Zero Cents (\$10.00), and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Trustee/Grantee, all that certain land situate in Lake County, Florida, which land is more particularly described as follows:

LOTS 4 AND 5, BLOCK "D", B.C. YANCEY'S ADDITION TO THE TOWN OF UMATILLA, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 30, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; LESS AND EXCEPT THE WESTERLY 79 FEET THEREOF.

Neither Grantor nor anyone dependent upon him resides on the above-described property and Grantor hereby covenants and warrants that the above-described real property does not constitute the homestead of the Grantor as defined by the laws and the Constitution of the State of Florida.

Subject to easements, restrictions, and reservations of record, if any; however, this reference shall not operate to re-impose the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To have and to hold the same in fee simple forever.

And said Grantor hereby covenants with said Trustee/Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2023.

Full power and authority is granted by this Deed to Trustee/Grantee or his successors to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real estate or any part of it.

In no case shall any party dealing with the Trustee/Grantee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased, or mortgaged by Trustee/Grantee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on the premises, or be obliged to see that the terms of the Trust agreement have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee/Grantee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement; and every deed, trust deed, mortgage, lease, or other instrument executed by Trustee/Grantee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease, or other instrument: (a) that at the time of its delivery, the trust created the Trust Agreement was in full force and effect; (b) that the conveyance or other instrument was executed in accordance with the trust, conditions and limitations contained in the Trust Agreement, and is binding upon all beneficiaries; (c) that Trustee/Grantee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage, or other instrument; and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully and with all the title, estate, rights, powers, duties, and obligations of the predecessor in trust.

Any contract, obligation, or indebtedness incurred or entered into by the Trustee/Grantee in connection with the real estate may be entered into by him in the name of the then beneficiaries under the Trust Agreement, as their attorney in fact, by this Warranty Deed to Trust irrevocably appointed for the purpose or, at the election of Trustee/Grantee, in his own name as trustee of an express trust and not individually and Trustee shall have no obligation whatsoever with respect to any such contract, obligation, or indebtedness except only as far as the trust property and funds in the actual possession of Trustee/Grantee shall be applicable for their payment and discharge, and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Warranty Deed to Trust.

And the Grantor by this Warranty Deed to Trust fully warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whomsoever.

In witness whereof, the said Grantors has signed and sealed these presents on the day and

year first above written.

Signed, sealed, and delivered
in the presence of:

Grantor:


1st Witness: Kerstyn R. Yoder
Address: 20110 U.S. Highway 441, Suite A
Mount Dora, Florida 32757-6901


Corey Ray Wingo
14046 County Road 450
Umatilla, Florida 32784-7642

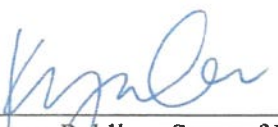

2nd Witness: Taylor E. Shelley
Address: 20110 U.S. Highway 441, Suite A
Mount Dora, Florida 32757-6901

State of Florida
County of Lake

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization on this 24th day of September 2024 by Corey Ray Wingo, and who:
☐ Is personally known to me; or
☒ Produced a Florida driver license as identification and who ☐ did or ☒ did not take an
oath.



Kerstyn R. Yoder
Notary Public
State of Florida
Comm# HH382513
Expires 11/11/2025


Notary Public—State of Florida
Kerstyn R. Yoder

DAVID W. JORDAN
LAKE COUNTY TAX COLLECTOR**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

2023 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1318261200-00D-00400		1130875	0U-6

WINGO COREY R
14046 COUNTY ROAD 450 WEST
UMATILLA, FL 32784

211 N CENTRAL AVE

UMATILLA YANCEY'S ADD LOTS 4 5 BLK
D--LESS W'LY 79 FT-- PB 1 PG 30 ORB 5958
PG 1060**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER****PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602**

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	121,453	0	121,453	5.0364	611.69
AMBULANCE MSTU	121,453	0	121,453	0.4629	56.22
ENVIRON LAND PURCHASE	121,453	0	121,453	0.0918	11.15
WATER AUTHORITY	121,453	0	121,453	0.2940	35.71
PUBLIC SCHOOLS					
BY STATE LAW	121,453	0	121,453	3.2080	389.62
BY LOCAL BOARD	121,453	0	121,453	2.9980	364.12
CITY OF UMATILLA	121,453	0	121,453	7.1089	863.40
ST JOHNS WATER MGMT	121,453	0	121,453	0.1793	21.78
N LAKE CNTY HOSP	121,453	0	121,453	0.1500	18.22
TOTAL:				19.5293	\$2,371.91

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
F114 UMATILLA FIRE, NON-RES		183.36
NON-AD VALOREM ASSESSMENTS:		\$183.36

COMBINED TAXES AND ASSESSMENTS: \$2,555.27

Face: \$2835.77	Cert #2398	If Received By	Jun 28, 2024
Rate: 5%	Bidder #1217506	Please Pay	\$0.00

Paid 06/17/2024 Receipt # 2023-00499662 \$2,983.81

DAVID W. JORDAN**NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS**

LAKE COUNTY TAX COLLECTOR

2023 Paid Real Estate

PAY IN US FUNDS TO DAVID W. JORDAN, TAX COLLECTOR • PO BOX 327 • TAVARES, FL 32778-0327 • 352-343-9602

Face: \$2835.77	Cert #2398	If Received By	Jun 28, 2024
Rate: 5%	Bidder #1217506	Please Pay	\$0.00

211 N CENTRAL AVE

WINGO COREY R
14046 COUNTY ROAD 450 WEST
UMATILLA, FL 32784UMATILLA YANCEY'S ADD LOTS 4 5 BLK
D--LESS W'LY 79 FT-- PB 1 PG 30 ORB 5958
PG 1060**PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER**

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
1318261200-00D-00400		1130875	0U-6

Paid 06/17/2024 Receipt # 2023-00499662 \$2,983.81



PROPERTY RECORD CARD

General Information

Name:	WINGO COREY R	Alternate Key:	1130875
Mailing Address:	14046 COUNTY ROAD 450 WEST UMATILLA, FL 32784 Update Mailing Address	Parcel Number: i	13-18-26-1200-00D-00400
		Millage Group and City:	0U-6 Umatilla
		2024 Total Certified Millage Rate:	19.7053
		Trash/Recycling/Water/Info:	My Public Services Map i
Property Location:	211 N CENTRAL AVE UMATILLA FL, 32784	Property Name:	MASON DIXON CONTRACTING Submit Property Name i
		School Information:	School Locator & Bus Stop Map i School Boundary Maps i
Property Description:	UMATILLA, YANCEY'S ADD LOTS 4, 5, BLK D--LESS W'LY 79 FT-- PB 1 PG 30 ORB 5958 PG 1060		

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

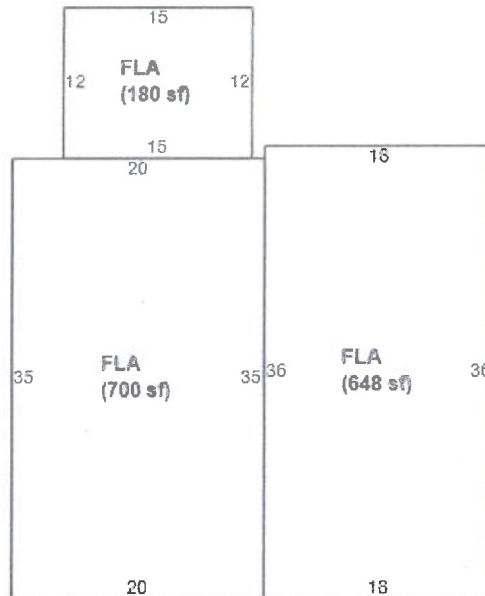
Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STORE - 1 STORY FREE STANDING (1100)	0	0		6549.000	Square Feet	\$53,691.00	\$53,691.00
Click here for Zoning Info i					FEMA Flood Map			

Commercial Building(s)

Building 1

Commercial	Building Value: \$79,655.00 Building Use: 1 STORY STORE (11C) Structure Type:		
Summary	Section(s)		
Year Built:	1925	Section Type	No. Stories Ground Floor Area
Total Effective Area:	1528	FINISHED LIVING AREA (FLA)	1.00 1528
Full Bathrooms:	0	View Larger	
Half Bathrooms:	2		
Elevators:	0		
Elevator Landings:	0		
Residential Units:	0		
Kitchens:	0		
Fireplaces:	0		



Values and Estimated Ad Valorem Taxes

Values shown below are 2024 CERTIFIED VALUES. The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$133,346	\$133,346	\$133,346	5.0364	\$671.58
SCHOOL BOARD STATE	\$133,346	\$133,346	\$133,346	3.1240	\$416.57
SCHOOL BOARD LOCAL	\$133,346	\$133,346	\$133,346	2.9980	\$399.77
LAKE COUNTY WATER AUTHORITY	\$133,346	\$133,346	\$133,346	0.2940	\$39.20
NORTH LAKE HOSPITAL DIST	\$133,346	\$133,346	\$133,346	0.4100	\$54.67
ST JOHNS RIVER FL WATER MGMT DIST	\$133,346	\$133,346	\$133,346	0.1793	\$23.91
CITY OF UMATILLA	\$133,346	\$133,346	\$133,346	7.1089	\$947.94
LAKE COUNTY MSTU AMBULANCE	\$133,346	\$133,346	\$133,346	0.4629	\$61.73
LAKE COUNTY VOTED DEBT SERVICE	\$133,346	\$133,346	\$133,346	0.0918	\$12.24
				Total:	Total:
				19.7053	\$2,627.61

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).