

HISTORIC PRESERVATION BOARD

Chair: Joan Foglia
Co-Chair: Hannah Ammar
Frank Krens
Traci Mitchell
Charles Hobbs
Shaman Foradi
Town Council Liaison: Brandi Haines

Agenda ***Agenda***

April 20, 2026
5:00 PM

****SPECIAL LOCATION****
CAL PALMER BUILDING
WINDERMERE, FL 34786

PLEASE TURN OFF ALL CELL PHONES

PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.26: Person with disabilities needing assistance to participate in any such proceedings should contact the Office of the Clerk at least 48 hours beforehand at (407) 876-2563.

Pursuant to Resolution No. 2005-12 adopted on December 13, 2005, the following Civility Code shall govern all procedings before the Town of Windermere Historic Preservation Board:

1. All electronic devices, including cell phones, shall be either turned off or otherwise silenced.
2. Prolonged conversation shall be conducted outside Council meeting hall.
3. Whistling, heckling, gesturing, loud conversations, or other disruptive behavior is prohibited.
4. Only those individuals who have signed the speaker list and/or/who have been recognized by the Mayor (or Chair) may address comments to the Council.
5. Comments at public hearings shall be limited to the subject being considered by the Council
6. Comments at Open Forums shall be directed to Town issues.
7. All public comments shall avoid personal attacks and abusive language
8. No person attending a Historic Preservation Board meeting is to harass, annoy, or otherwise disturb any other person in the room.

Any member of the public whose behavior is disruptive and violates the Town of Windermere Civility Code is subject to removal from the Historic Preservation Board meeting by an officer and such other actions as may be appropriate. PLEASE NOTE: IN ACCORDANCE WITH F.S. 286.0105: Any person who desires to appeal any decision at this meeting will need a record of this proceeding. For this, such person may need to ensure that a verbatim record of such proceedings is made, which includes the testimony and evidence upon which the appeal is to be based.

AGENDA

- **THE MEETING IS CALLED TO ORDER BY THE CHAIR**
- **MEETING TO BE HELD AT CAL PALMER BUILDING**

1. OPEN FORUM / PUBLIC COMMENT (3-Minute Limit)

2. OLD BUSINESS

a. Defer Town Square Improvement Plan-Walk Town Square until May when all new members can attend.

b. Follow-up of old historic photos to be given to Windermere Elementary

c. Update on 3 quotes for repairs to Cal Palmer building and 1880's Schoolhouse with Tonya Elliott-Moore and timeline for restoration. Any other necessary repairs to either structure to be discussed at this time (Attachments).

d. Follow-up of board member e-mails .

3. NEW BUSINESS

a. Minutes of March 16, 2025, to be approved (Attachments).

b. Discuss adding ADA ramp to Cal Palmer Building and how to utilize as an historic museum and rental meeting location. Follow-up with Traci on historic post office materials that could be used inside.

c. Discuss and delegate social media platforms to inform residents of Historic Board activities and Town's improvements to Historic Structures to member of the Windermere Active Youth Committee.

d. Follow-up on construction document timeline for Town Hall.

e. Address Goals and Mission of Historic Board.

f. Go over Rehabilitation guidelines as defined by the S ecretary of the Interior's Standards for Historic Preservation Projects.

4. REPORTS

i. Liaison Report - Tony Davit

ii. Financial Report (Attachments)

5. OTHER ITEMS FOR CONSIDERATION

6. ADJOURN

ESTIMATE

Pop's Preservation LLC
807 Park Hill Avenue
Lakeland, FL 33801

chris@popspreservation.com
+1 (863) 393-4148

POP'S PRESERVATION
PRESERVING TOMORROW'S HISTORY

Bill to
Town of Windemer, Public Works Department

Ship to
Town of Windemer, Public Works Department

Estimate details
Estimate no.: 1271
Estimate date: 02/08/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Work Completed**	For the Windemere Schoolhouse- Pursuant to the Assesment performed by KMF, pages 10-11- repair, replace, or realign noted batten and boards; page 12- reinforce the roof ridge and raise the middle two reasonably be level with the ends of the roof; page 13- reattach roof to rafters any cupped plywood will not be replaced in this scope of work; page 14- install roof eave end; page 16- for window sills replace as required or for small repairs remove any rotten wood and inject epoxy; page 23- wood flooring non-conformances- install sister boards as required around the perimeter of the building to ensure the floorboard ends are on top of solid supports; page 24- where the wood is chipped and cracked and it is merited, perform surgery with reclaimed boards and if non are available use new wood (should be tongue and grrove then sand the floor with a floor sander to remove no more than 3/16": thickness of the floor and use the sawdust mixed in with tinted polyurethane applying with a squeegee back and forth inasmuch the sawdust will fill any remaining cracks in the floor; page 25- wood ceiling is warped, cracked, and peeling- the ceiling can be reattched wherein has become unfastened however unless the ceiling is removed	1	$81,610.00	$81,610.00

		and replaced please do not have an expectation that Pop's will be able to make it all level again; page 26- paint is peeling and suspected rotten wood- repair/replace wood ad required; page 27- window frames rotting- mitigate water intrusion and replace/repair window frames and glass (and reglaze) as required; this price includes painting the interior and the exterior. It is recommended to use Sherwin Williams Rejuvenate on the exterior as a primer after pressure washing to bridge many of the gaps that exist. Satin is the minimum gloss recommended for the exterior. Color choice shall be that of the Town of Windemere. This price includes all work that needs to be performed on the outhouse. Note- any damaged wood that is touching the ground will not be repaired at least in this scope of work. The Town of Windemere can elect to have Pop's trim the wood approximately 2 inches off of the ground and seal the cut end to prevent wicking of water and further damage.			
2.	**Work Completed**	Option for the Schoolhouse- To repair and ensure that all double hung windows work properly.	1	$6,235.00	$6,235.00
3.	**Work Completed**	For the Cal Palmer Memorial Building- Pursuant to the Assesment performed by KMF, page 33- reattach the outrigger detaching from the wall; page 34- where the eave fascia is starting to rust wire brush clean the rusted ends of the sheet metal on the roof and apply cold galvanized compound to prevent further rusting; pages 35 and 36- soffit boards shall be replaced where they are rotten and any rafter boards shall be repaired with epoxy as required; page 37- the roof vent shall be removed and transported to lakeland to be abrasive blasted and primed with zinc rich epoxy TGIC polyester powder paint and finished to a color to resemble galvanized; page 38- where wood is rotten either replace or repair with epoxy as required; page 43- repair all windows not setting in the frame properly and replace any broken glass; page 44- rotting wood in the floor- perform surgery with reclaimed boards and if non are available use new wood (should be tongue and grrove then sand the floor with a floor sander to remove no more than 3/16": thickness of the floor and use the sawdust mixed in with polyurethane	1	$47,675.10	$47,675.10

		applying with a squeegee back and forth inasmuch the sawdust will fill any remaining cracks in the floor; page 45- where the rafters are cracked use long fasteners to bring the split in the wood back together; this price includes painting the interior and the exterior. It is recommended to use Sherwin Williams Rejuvenate on the exterior as a primer after pressure washing to bridge many of the gaps that exist. Satin is the minimum gloss recommended for the exterior. Color choice shall be that of the Town of Windemere.			
4.	**Work Completed**	Option for the Cal Palmer Memorial Center- To repair and ensure that all double hung windows work properly.	1	$5,479.00	$5,479.00
5.		This price is barring any procurements required such as additional builders or liability insurance. The price may require an adjustment if additional insurance is required. Upon award of the bid, Pop's will invoice the Town of Windemere for 15% of the total invoice for materials and equipment rental. Pop's will then submit progress invoices on a weekly basis. Pop's would use an aerial lift to remain on site during the length of its use. All prices are barring any unforeseen circumstances and any engineering and/or architectural work that may be required. If professional services are required, the Town of Windemere shall have the choice to retain the professional or to have Pop's retrain the professional at cost plus 25%. Upon the discovery of unforeseen circumstances, changes of work scopes can be negotiated or billed on a Time and Materials basis. For time and materials labor rates are $105/hr. for the owner and $79/hr. for a skilled tradesman. Materials would be billed at cost plus 25%.			$0.00
		Total			**$140,999.10**

Accepted date **Accepted by**

RUBY
BUILDERS
INCORPORATED

June 30, 2025

To: Town of Windermere
614 Main St
Windermere, Fl

We propose completing the following work:

Historical School House

Exterior

- Siding repairs throughout. Rot along the bottom 1 x 10 boards to curt up in 12" and repaired
- Replace and realign baton about entry door
- Install missing eve boards
- Rebuild and replace stairs at entry, one 3 steps and 1 on 2 steps
- Replace damage at window stool

Interior

- Re-nail ceiling where sagging has occurred
- Install 1-1/2" x 1-1/2" at all four corners to close gap, 12' tall
- Tongue and grove floor boards to be repaired or replaced throughout, mostly perimeter at windows, re-attach baseboards throughout.
- Install new ¼ round at ceiling

The cost is $14,534.00

Submitted by:

Jeff Suberman
President
Ruby Builders Inc.

3939 SILVER STAR ROAD
ORLANDO, FLORIDA 32808
PHONE: (407) 293-8217
FAX: (407) 293-8481
www.rubybuilders.com

RUBY
BUILDERS
INCORPORATED

June 30, 2025

To: Town of Windermere
614 Main St
Windermere, Fl

We propose completing the following work:
Historic Cal Palmer

- Replace wood rot on 6" novelty siding
- Re-attach roof outrigger at corner and reinforce
- Remove rotting wood and replace roof eve and rafter boards
- Replace 3-tab shingles and drip edge along edges to be repaired
- Replace shims at support piers at least four or more, one at each corner plus any in between
- Reinforce cracked or broke rafters with screws
- Replace hinges on 4 windows

The cost is $11,479.00

Submitted by:

Jeff Suberman
President
Ruby Builders Inc.

3939 SILVER STAR ROAD
ORLANDO, FLORIDA 32808
PHONE: (407) 293-8217
FAX: (407) 293-6481
www.rubybuilders.com

RUBY
BUILDERS
INCORPORATED

June 30, 2025

To: Town of Windermere
614 Main St
Windermere, Fl

We propose completing the following work:
Out house
Rebuild front door and re-attach novelty siding

The cost is $1,875.00

Submitted by:

Jeff Suberman
President
Ruby Builders Inc.

3939 SILVER STAR ROAD
ORLANDO, FLORIDA 32808
PHONE: (407) 293-8217
FAX: (407) 293-6481
www.rubybuilders.com

Total price: $78,250.00

Decline Approve

Approvals

⊗ No users are required to approve.

Print

Pending by William Martter on Jan 7, 2026 **Pending**

603 E Fort King ST • Ocala, FL 34471 • Phone: (352) 789-9908

Town of Windermere / Peter Balgobin
Phone: 407-909-5333
Cell: +14077253262

Job Address:
614 Main St
Windermere, Fl 34786

Print Date: 1-12-2026

Windermere- Schoolhouse & Cal Palmer Restoration

DESIGN+BUILD AGREEMENT

PHASE 2: CONSTRUCTION
INVESTMENT: $78,250.00

Presented By **Wilmek Construction LLC** (352) 789-9908 | support@wilmek.com
603 E Fort King St, Ocala, FL 34471 | www.wilmek.com

Phase 2 Construction

At Wilmek, we believe that every construction project is more than a building, it is the realization of a vision and the foundation for lasting value. Whether residential or commercial, each project is approached with precision, care, and uncompromising quality. Our commitment is to deliver not only a complete structure but an exceptional experience: one built on trust, clear communication, and a relentless pursuit of excellence. We combine innovative design, superior craftsmanship, and proven systems to ensure your project is completed efficiently, responsibly, and to the highest standards.

Within this Agreement, you will find a detailed scope of work and cost code structure aligned for full transparency. Specifications and selections follow the same codes to keep design, materials, and budget in perfect sync. This structure is designed to provide clarity, consistency, and confidence at every stage of your project.

Most importantly, we approach this as a partnership. Your project is unique and deserves to be executed with passion and dedication. Together, we will build more than a project — we build a lasting success.

Exhibit A – Agreement, Allowances, Drawings and Specifications

1000 Pre-Construction

Items	Description
1001 Project Description	Project Description – Historic Restoration Schoolhouse 113 W 7th Ave Cal Palmer Building 502 Main St This project involves the careful restoration and preservation of a historic wooden schoolhouse, a period outhouse, and the Cal Palmer Building. The scope of work focuses on stabilizing existing structures, repairing and replicating original architectural elements, and ensuring long-term durability while maintaining historical integrity. Restoration efforts will include structural assessment and repair of wood framing, siding, roofing, windows, and doors using historically appropriate materials and techniques. Deteriorated components will be repaired or replaced in kind, with attention given to preserving original craftsmanship and character-defining features. Modern interventions will be discreetly integrated only where necessary to improve safety, code compliance, and longevity. The outhouse restoration will reflect its original form and function, preserving its historical context and construction style. The Cal Palmer Building will undergo similar preservation-focused restoration, with repairs tailored to its specific historical significance and existing conditions. The completed project will protect and extend the life of these historic structures, allowing them to continue serving as educational, cultural, and community assets while honoring their original design and historical importance.

1000 Pre Construction

Items	Description
1020 Architecture	Covers full architectural services including drawings, elevations, sections, details, specifications, revisions, and coordination with engineering and design consultants. - Needed for Permitting
1040 Building Permits	Covers all permitting-related tasks including submissions, revisions, municipal coordination, filing fees, and administrative work required to obtain approvals. - Town of Windemere

2000 Site Work

Items	Description
2250 Porta Potty	Covers rental, delivery, setup, and ongoing servicing of portable toilets required on the jobsite for workers throughout the duration of construction. Includes weekly cleanings, waste removal, and compliance with sanitation standards.

3000 Foundation

Items	Description
3020 Stem Wall Block	Inspect existing stemwall block foundation for stability and alignment. Repair localized deterioration or damage where observed. Replace corroded or inadequate shims at support points with approved materials. Verify foundation support is level and properly bearing. Minor cleaning and preparation of foundation surfaces as needed. Excludes major foundation reconstruction unless otherwise noted.

4000 Framing

Items	Description
4010 Lumber 1st Package	Furnish dimensional lumber and related materials required for structural repairs. Materials to match existing framing dimensions and historic construction methods where applicable. Includes lumber for roof sheathing repairs, floor repairs, and localized wall framing.
4020 Framing Labor 1	Perform selective structural framing repairs as identified in the inspection report. Repair or replace deteriorated framing members in roof, floor, or wall assemblies as required. Maintain existing framing where sound. All work to follow best practices for historic structures. Concealed framing damage excluded and subject to change order.
4040 Roofing	Covers all labor and materials required to install the complete roofing system, including underlayment, shingles or roofing material, flashing, ridge caps, vents, and waterproofing components. This includes surface preparation, fastening, sealing, and ensuring all roof areas are installed to manufacturer specifications and meet local building codes. This cost code reflects a full roofing installation but does not include structural framing or truss materials. - The roofing scope includes the removal of the existing roofing material and the installation of new galvanized ribbed metal roofing panels, mechanically fastened (screwed down), over new roofing underlayment, in accordance with manufacturer specifications and accepted construction practices. Work includes inspection and repair of roof decking at the eaves where deterioration is visible prior to the start of work. Any decking repairs identified and agreed upon before commencement will be included in this scope. Any concealed damage, wood rot, or deterioration not visible or accessible prior to removal of the existing roofing materials will be evaluated once exposed and addressed only upon Owner approval. Repairs for such concealed conditions are not included in this scope and will be assessed and quoted separately as a change in work.
4050 Windows	Remove and reinstall existing windows as required to perform repairs. Repair window openings and surrounding framing as needed. Reglaze existing window glass where glazing has failed or deteriorated. Repair and seal window sashes to improve weather resistance. Maintain original window size, configuration, and historic appearance.
4060 Exterior Doors	Remove and replace or restore exterior doors as required. Repair door framing and thresholds where deterioration is present. Ensure proper operation and weather protection.

5000 Utilities

6000 Interior Finishes

Items	Description
6030 Interior Painting	Prepare interior wall and ceiling surfaces. Patch minor surface defects and seal visible gaps. Apply finish coats to walls, ceilings, and trim as specified.
6080 Wall Coverings	Repair or replace deteriorated interior wall boards or coverings. Seal joints and gaps where daylight intrusion was observed. Prepare surfaces for final finish.
6150 Wood Flooring	Remove and replace deteriorated wood flooring at soft or damaged areas. Repair subfloor framing as needed in affected areas. Install new wood flooring to blend with existing materials. City has materials available.

7000 Exterior Finishes

Items	Description
7020 Siding Materials	Furnish exterior siding materials to match existing wood siding. Materials to be historically appropriate in dimension and profile.
7030 Siding Labor	Remove and replace deteriorated siding where observed. Repair underlying substrate as required. Install new siding to maintain original building appearance.
7110 Exterior Painting	Prepare exterior surfaces including scraping, sanding, and spot priming. Apply exterior paint to siding, trim, and related elements.

8000 Miscellaneous

Items	Description
8010 Final Cleaning	Perform final jobsite cleanup. Remove construction debris and leave building ready for display.
8020 Scaffolding	Covers the rental, delivery, setup, adjustment, and removal of scaffolding required for safe access to elevated work areas during construction. This includes all scaffolding components, braces, planks, safety rails, and necessary inspections. Labor to erect and dismantle scaffolding is included.

9000 Wilmek Construction

Items	Description
9030 General Conditions	Covers the essential project management, supervision, coordination, and administrative support required to successfully execute the construction project from start to finish. This includes: Project Management & Oversight - Project manager time - Superintendent time - Daily onsite supervision - Scheduling and coordination of all project phases - Trade communication and sequencing - Site meetings and regular client updates - Quality control and workmanship verification - Punchlist management and deficiency resolution - Safety oversight and compliance monitoring - Coordination and scheduling of inspections - Documentation, reporting, and daily logs - Procurement assistance and material coordination - Change order coordination and execution Administrative Support - Office and administrative staff time supporting the project - Accounting support, billing, invoicing, and payment coordination - Document management and contract processing - Insurance coordination and project compliance documentation - Communication systems (phone, email, digital correspondence) -Scheduling and project management software - General project organization, planning, and logistics - Permitting assistance These costs represent the backbone of project execution and are necessary to ensure the project progresses efficiently, safely, and according to plan. General Conditions are not tied to any specific trade, but instead support the entire structure and flow of the build.
9080 General Contractor	Covers the overarching responsibility, expertise, and operational support provided by the general contractor to successfully deliver the project. This cost code represents the contractor's professional role in overseeing the entire build, ensuring adherence to plans, codes, budgets, timelines, and quality standards. It supports all company-level functions that make the project possible and maintain Wilmek's standards of excellence. Executive Oversight & Professional Responsibility - Overall responsibility for project execution and delivery - Ensuring compliance with building codes, regulations, and contract requirements - Oversight of project management, field staff, and administrative teams - Risk management and proactive issue resolution - Maintaining construction quality, performance standards, and company reputation Company-Level Operations & Overhead - Corporate insurance (general liability, workers comp, etc.) - Licensing and professional certifications - Office, utilities, equipment, and operational expenses - Employee training and development - Accounting systems, payroll processing, and financial controls - Technology systems that support company operations (software, hardware, digital infrastructure) Warranty & Long-Term Client Support - Providing builder warranty services after project completion - Managing warranty claims, repairs, and client support - Maintaining client relationships throughout and after the construction process Builder Profit - Represents the general contractor's earned profit for assuming full project risk, delivering professional expertise, and ensuring the successful completion of the home.

Total price: $78,250.00

Witnesseth, that Contractor and Owner, in consideration of the mutual covenants and obligations set forth herein, agree as follows:

TABLE OF ARTICLES

1. Contract Documents & Definitions
2. Time of Performance
3. Insurance
4. General Provisions
5. Owner
6. Contractor
7. Contract Sum
8. Deposits
9. Payments and Completion
10. Changes in the Work
11. Time
12. Protection of Persons and Property
13. Miscellaneous Provisions
14. Dispute Resolution
15. Termination of the Contract

Article 1 – Contract Documents & Definitions

1.1.0 The Contractor shall complete the work described in the Contract Documents for the Project. The Contract Documents consist of:

(a) This Agreement as signed by the Contractor and Owner;

(b) Design+Build Phase 1 Agreement executed on the ___N/A____ date is incorporated herein.

(c) Written change orders executed after this Agreement is signed;

(d) Other documents, if any, are identified as follows:

- Exhibit A - Agreement, Allowances, Drawings and Specifications.
- Exhibit B - **FLORIDA STATUTORY DISCLOSURES**.
- Exhibit C - Contractors Duration Notice.
- Exhibit D - Form of Change Orders.
- Exhibit E - Insurance Coverage.
- Exhibit F - Design+Build Phase 1 Agreement

1.1.1 The Contract Documents are intended to include all items necessary for the Contractor's proper execution and completion of the work. The Contract Documents complement each other, and to the extent applicable, what is required by one shall be binding as if required by all.

1.1.2 In the event of a conflict between the Contract Documents, the priority of the documents are as follows:

- This Agreement
- Specifications
- Drawings
- Exhibit A
- All other documents

If not resolved by the forgoing order of priority, the provision shall be interpreted in the way that most closely represents the intent of the parties, taking into account the purpose to be accomplished.

1.1.3 All Exhibits and Addenda referenced by this Agreement, whether attached hereto, are hereby

incorporated into this Agreement by reference.

1.1.4 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

1.1.5 A **"Change Order"** is a written order signed by the Owner after execution of this Agreement, indicating changes in the scope of the Work, the Contractor's responsibilities, the Contract Sum, the Contractor's Fee, and/or the Date of Final Completion, including substitutions agreed upon by the Contractor and Owner. For purposes of this Agreement, Change Orders fall into two general categories:

(a) Scope Change Orders, which add to, delete from, or otherwise materially change the nature, quantity, complexity, or duration of the Work (for example, adding a room, changing structural elements, adding built-ins, moving walls, or expanding square footage). Scope Change Orders may include corresponding adjustments to General Conditions (Cost Code 9030), the Contractor's Fee (Cost Code 9080), the Contract Time, and the Contract Sum.

(b) Price/Selection Change Orders, which involve substitutions or price changes for materials, finishes, fixtures, or subcontracted work within the existing scope, footprint, and duration of the Work (for example, tile-for-tile replacement in the same area, upgrading fixtures, or changing finish selections). Price/Selection Change Orders may adjust only the direct costs and any applicable fee identified in Exhibit A for that Work, and shall not increase General Conditions (Cost Code 9030) or the Contractor's Fee (Cost Code 9080), except to the extent a selection change directly increases the Contract Time and the Parties agree in writing to such adjustment.

1.1.6 "Final Completion" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy and use the Project for its intended purpose, and a Certificate of Occupancy (or equivalent authority approval) has been issued. Final Completion is not conditioned on completion of punch list items, which will be identified after the Owner has occupied the home for thirty (30) days in accordance with Section 9.3.2.

1.1.7 "Design Professional" means the licensed architect(s) or engineer(s), and its consultants, retained by the Owner or on the Owner's behalf by the Contractor to perform design services for the Project.

1.1.8 "Laws" mean federal, Florida, and local laws, ordinances, codes, rules, and regulations applicable to the work with which the Contractor must comply.

1.1.9 The **"Parties"** are collectively the Owner and the Contractor.

1.1.10 The **"Project"** as identified in the Project Information is the real property, building, facility, or other improvements for which the Contractor is to perform work under this Agreement. It does not include anything not listed in the project scope, including adjoining or adjacent properties or buildings, unless it is directly required for access or project needs.

1.1.11 "Subcontractor" is a person or entity retained by the Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the work.

1.1.12 "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

1.1.13 "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, and equipment and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

1.1.14 A **"Notice to Owner (NTO)"** is a formal legal document sent by a subcontractor, supplier, or

sometimes a contractor to the property owner to notify them that the sender is providing labor, materials, or services to the project and may have lien rights if they are not paid.

1.1.15 An **"Allowance"** is a set amount of money included in your contract for items you will choose later—such as fixtures, appliances, finishes, or materials. It is a budget estimate. If your final selections cost more than the allowance amount, you will pay the difference. If they cost less, you will receive a credit. The allowance amount may be adjusted once your selections are finalized.

1.1.16 A **"Punch list"** is a list of minor items that need adjustment, repair, or finishing after you move into the project. These items are usually small in nature—such as paint touch-ups, adjustments, missing hardware, or other minor corrections. At Wilmek, the punch list is created after you have occupied the home for 30 days, giving you time to fully experience the space and notice anything that needs attention. After the 30-day period, we complete a walkthrough together, document the punch list items, and schedule all necessary corrections.

1.1.17 "Contract Time" means the period between the commencement of the Work and Final Completion of the Project as adjusted by Change Orders and as otherwise provided in this Agreement.

Article 2 – Time of Performance

2.1.0 The Contractor will begin scheduling the Work as soon as reasonably possible after this Agreement is signed. No materials shall be ordered until the Owner makes the necessary deposit in accordance with this Agreement. Work under this Agreement will begin after issuance of the building permit on a date convenient for both Owner and Contractor.

2.1.1 All Work pursuant to this Agreement shall be completed within a reasonable period of time and within industry standards. Within five (5) Business Days of the execution of this Agreement, the Contractor will provide the Owner with a construction schedule showing the expected dates and timetables for each phase of the Work through completion, which is contingent upon timely payments and other factors.

2.1.2 As the Project progresses, the Contractor will provide the Owner with revised completion dates promptly upon learning of any conditions likely to delay completion. The project schedule is an estimate provided in good faith and is subject to change. Examples of possible causes of delay include, but are not limited to: material shortages, product availability, unforeseen conditions, acts of God, subcontractor performance, Owner involvement, or government requirements.

2.1.3 Standard Project Timelines

To provide clarity, typical project durations are as follows:

- **Small Project (Addition / Renovation):** 6–9 months
- **Mid-Size Custom Home:** 10–14 months
- **Large / Complex Estate or Commercial Project:** 14–18+ months

Article 3 – Insurance

3.1.0 Insurance Provided by Contractor

3.1.1 The Contractor shall provide the types and amounts of insurance as shown on **Exhibit E.** At a minimum, the Contractor must carry Workers' Compensation (or valid exemption) and General Liability insurance in the amount of $1,000,000 / $2,000,000 per policy. All subcontractors are required to carry insurance equal to or greater than the Contractor's coverage.

3.2.0 Insurance Provided by Owner

The Owner shall obtain property and casualty insurance to cover the value of the Owner's property and any injuries sustained thereon which may be caused, in whole or in part, by the Owner. The Owner must also obtain a Builder's Risk insurance policy. If the Owner fails to procure and provide proof of the required insurance by the construction commencement date, the Contractor may procure such insurance for the benefit of the Project at additional cost to the Owner, or may terminate this Agreement at the Contractor's election.

At no time shall the Owner be liable to the Contractor, employees, subcontractors, or suppliers for any injuries incurred by any person that would otherwise be covered by Workers' Compensation, whether or not procured. Liability for such claims rests solely with the Contractor, its employees, subcontractors, or suppliers, and not with the Owner.

3.2.1 The Owner waives all rights against the Contractor and its subcontractors, suppliers, agents, and employees for damages caused by fire or other causes of loss to the extent covered by the Owner's insurance or other insurance applicable to the Work.

3.3.0 Waiver of Subrogation

The Owner hereby waives, on behalf of its insurers, all rights of subrogation against the Contractor for losses covered and paid by the Owner's insurance, provided such losses do not arise from the Contractor's gross negligence or willful misconduct.

Article 4 – General Provisions

4.1.0 Integration Clause

This Agreement, together with the Exhibits and the Phase 1 Design+Build Agreement incorporated herein, constitutes the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral. This Agreement may be amended only by a written change executed in accordance with Article 10 and signed by both Parties.

4.2.0 Notice

Any notice required or permitted under this Agreement shall be delivered to the Parties at the addresses and email addresses listed in the Project Information section. Notice may be delivered by:

- U.S. Certified Mail;
- Nationally recognized overnight courier; or
- Email.

Electronic communications provided through the project management software designated by the Contractor shall constitute written notice when applicable under this Agreement.

4.2.1 Effective Date of Notice

Notice shall be deemed delivered on the date of actual receipt. However, if an email copy of the same notice is sent on the same day, notice shall be deemed effective on the date the email is sent, regardless of when the physical copy is received.

Article 5 – Owner

5.1.0 Upon request by the Contractor, the Owner shall furnish the Contractor with any information or documents related to the Project that the Contractor may reasonably request, including, but not limited to, an updated survey and the legal description of the Project.

5.1.1 The Owner shall obtain and pay for any costs approved by the Owner and incurred prior to the date of

this Agreement, as well as all approvals, easements, assessments, and charges related to the Work, except for permits and fees that this Agreement specifically identifies as the responsibility of the Contractor.

5.1.2 Except in the case of an emergency threatening life or property, the Owner shall not communicate directly with the Contractor's subcontractors or suppliers. All communications with subcontractors shall be through the Contractor. Subcontractors are instructed not to take direction from the Owner without Contractor approval. The Contractor shall address and, if necessary, convey such communications to subcontractors and suppliers as needed at the discretion of Contractor.

5.1.3 The Owner expressly assumes the risk of any and all loss or damage to the Project site and improvements made to the property caused by soil or subsurface conditions, whether or not such adverse conditions could have been discovered by appropriate testing. The Owner may, at their own expense, perform any tests they deem necessary to determine the suitability of the home site.

5.1.4 The Owner shall make the Project site accessible to the Contractor from commencement of the Work through Final Payment and the completion of any warranty Work. The Owner shall ensure that the site, prior to construction commencing, is cleared of all unnecessary trees and obstructions that impede the Work. The Contractor shall take reasonable precautions and cause its subcontractors and suppliers to avoid damage to trees, fencing, and wells at the Project. Prior to pruning or cutting any trees or removing any fencing, the Contractor shall first consult with the Owner. Notwithstanding the foregoing, the Contractor reserves the right to remove any trees it deems a danger to people or property. The Owner shall not interfere with the progress of construction and shall act and render decisions promptly upon the Contractor's request. Except in the case of an emergency risking damage to people or property, forty-eight (48) hours shall be deemed a prompt and reasonable time.

5.1.5 The Owner may not perform any construction services on the Project—whether through their own labor, labor hired by them, or by providing materials—without the Contractor's prior written consent ("Self-Performed Work"). The Contractor may withhold such consent in its sole discretion, though not unreasonably. If granted, such consent shall not constitute approval by the Contractor of the suitability of such persons or activities. All Self-Performed Work must be performed by properly licensed and insured individuals or entities and shall be at the Owner's sole risk, without liability or legal exposure to the Contractor or anyone working by or through the Contractor, including design professionals of any tier (collectively the "Indemnified Parties"). The Owner shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all claims, damages, liabilities, losses, and expenses, including attorneys' fees, arising out of or resulting from Self-Performed Work, whether caused in whole or in part by the Indemnified Parties.

5.1.6 Should Owner fail to make any final selections at the time construction commences, Owner hereby grants to the Contractor the absolute right to use its discretion in the selection of materials and finishes not previously selected by the Owner. Owner hereby grants Contractor the absolute right to substitute other materials not available at the time of construction if the Owner is unable or unwilling to make a selection within the sooner of twenty-four (24) hours after request by the Contractor or a third-party-imposed deadline for decisions (including imminent changes in price or availability). The Contractor also has the right to substitute any items of the same quality for those on the specification sheet if the listed items become unavailable or increase in price after the date of this Agreement. Final selections include, but are not limited to: paint colors, trim and door styles, cabinet and hardware, appliance packages, flooring and wall coverings, and electrical and plumbing fixtures.

5.1.7 The Owner shall make a reasonable and diligent effort to apply to the various utility companies (water, sewer, electricity, gas, etc.) for hookups on a timely basis as required during construction. However, in the

event the utility companies fail to provide the hookups on a timely basis, such failure shall not be the Contractor's liability.

Article 6 – Contractor

6.1.0 Supervision and Responsibility

The Contractor shall supervise and direct the Work using the Contractor's best skill, judgment, and attention. The Contractor shall have sole responsibility for, and control over, construction means, methods, techniques, sequences, and procedures, as well as for coordinating all portions of the Work.

6.1.1 Provision of Labor, Materials, and Services

Except as otherwise expressly provided in this Agreement, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, facilities, and services necessary for proper execution and completion of the Work. The Contractor shall contract only with licensed and insured subcontractors. All contractors and subcontractors shall have applicable licensing and insurance, including workers' compensation coverage.

6.1.2 Earth Movement Disclaimer

The Contractor shall not be responsible for bodily injury, property damage, or consequential damages that arise, directly or indirectly, in whole or in part, from any form of earth movement. The term "earth movement" includes, but is not limited to: earthquake, landslide, subsidence, mudflow, sinkhole, erosion, or the sinking, rising, shifting, expanding, vibrating, or contracting of earth, soil, or land.

6.2.0 Sole and Exclusive Warranty

6.2.1 Contractor's Limited Warranty

Florida law requires a minimum one-year warranty on workmanship and materials. As an added benefit to the Owner, the Contractor voluntarily extends this coverage to provide a total warranty period of two (2) years from the date of Final Completion. This is a single, two-year warranty period, not an additional two years on top of the statutory one-year period. This extended warranty is a contractual benefit only and does not modify, extend, or affect any statutory warranties, limitation periods, or the timeframes established under Chapter 558, Florida Statutes, or any applicable statutes of limitations or repose.

During this two-year period, the Contractor warrants that:

- All materials and equipment furnished will be new and of good quality unless otherwise specified;
- The Work will be free from defects not inherent in the quality required or permitted;
- All components will be installed in accordance with manufacturer specifications, building codes, and accepted construction standards;
- The Work will conform to the Contract Documents and applicable codes.

The Contractor's sole obligation under this warranty is to repair or replace, at the Contractor's election, any portion of the Work that does not conform to this warranty.

6.2.2 Manufacturer Warranties Upon receipt of Final Payment, the Contractor hereby assigns to the Owner all manufacturer warranties issued for any equipment, materials, appliances, fixtures, or systems installed under this Agreement (including but not limited to HVAC equipment, water heaters, plumbing fixtures, electrical components, and appliances). The Contractor makes no additional warranties regarding such goods beyond the assignment of the manufacturer's warranties and shall not be responsible for manufacturer defects, recalls, or product malfunctions.

6.2.3 Exclusions

This warranty **does not cover**:

- Damage caused by misuse, neglect, lack of maintenance, or normal wear and tear.
- Damage caused by acts of God, fire, flood, storms, or other events outside the Contractor's control.
- Defects in materials, equipment, or products for which the manufacturer provides a warranty.
- Work performed by anyone other than the Contractor or its subcontractors.
- Pre-existing conditions, concealed defects, or latent soil/subsurface issues.

6.3.0 Waiver of Implied Warranties

Except to the extent such warranties may not be waived under applicable Florida law, the Contractor makes no warranties other than those expressly provided in this Agreement. To the fullest extent permitted by law, the Owner expressly waives, and the Contractor expressly disclaims, all other warranties—whether express, implied, statutory, or arising from common law—including, but not limited to:

- Implied warranties of habitability;
- Implied warranties of merchantability;
- Implied warranties of fitness for a particular purpose; and
- Any other implied warranty arising from statute, common law, course of dealing, or usage of trade.

Nothing in this Section shall be construed to expand, modify, extend, or limit any statutory rights, remedies, limitation periods, or obligations under Florida law, including Chapter 558, the Florida Building Code, or applicable statutes of limitations or repose. The sole and exclusive warranties provided by the Contractor are those expressly stated in Section 6.2 of this Agreement.

6.3.1 Soil and Subsurface Conditions The Contractor does not expressly or impliedly warrant the habitability, suitability, stability, or condition of the soil, subsurface, or latent site conditions, and the Owner acknowledges and accepts responsibility for all such conditions unless otherwise provided in the Contract Documents.

6.4.0 Limitation of Liability

- The Contractor's liability under this Agreement and warranty is strictly limited to repair or replacement of nonconforming Work as defined in Section 6.2.1.
- The Contractor shall not be liable for consequential, incidental, special, or punitive damages, including but not limited to loss of use, loss of value, loss of profits, or inconvenience.
- The warranty remedies provided herein constitute the Owner's sole and exclusive remedy for any claims relating to defective or nonconforming Work.

Article 7 – Contract Sum

7.1.0 Subject to additions and deductions in accordance with the terms of this Agreement, the Contract Sum is the amount shown in **Exhibit A** of this Agreement.

7.1.1 The Contract Sum may include allowance items. Any allowance items are specifically identified as such within the Agreement. Should the actual cost of labor, services, and materials within an allowance item exceed the allowance, the Owner shall be responsible for payment to the Contractor of all such exceedances when invoiced by the Contractor. Such exceedances shall be deemed a Change Order, whether formally documented as such or not. Any unused allowances will be credited to the Owner at the time of Final Payment.

7.1.2 Any allowance items credited back to the Owner shall be deducted at the time of Final Payment.

7.1.3 The Contract Sum includes all items and services necessary for the proper execution and completion of the Work.

7.1.4 Upon request, the Contractor will provide to the Owner a release of lien for payments of all items and services purchased from third parties within five (5) Business Days of such request, on the condition that all invoices related to same have been paid by Owner.

7.1.5 In the event of any unexpected increase in the price of third-party labor, materials, equipment, or services occurring after execution of this Agreement, the Contract Sum shall be adjusted upward in an amount equal to the documented increase. The Contractor shall provide the Owner with reasonable documentation evidencing such increased costs. Documentation may include, without limitation, vendor quotes, supplier notices, invoices, or other commercially reasonable evidence. Such adjustments shall not include any increase to the Contractor's profit, administrative costs, or overhead, and in no event shall the total of such adjustments exceed five percent (5%) of the original Contract Sum, excluding Cost Codes 1000 and 9000 as shown in Exhibit A.

7.1.6 In the event that any new or revised municipal, state, or federal laws, ordinances, codes, regulations, or government requirements adopted after execution of this Agreement require additional Work, materials, inspections, engineering, revisions, or compliance measures of any kind, the Owner shall be responsible for all resulting costs, regardless of the amount or percentage of increase to the original Contract Sum. If the Parties are unable to obtain a waiver or exemption from such requirements within a reasonable period of time, the Contractor shall proceed with the required Work, and all associated costs shall be added to the Contract Sum through a Change Order, without any increase in the Contractor's profit, administrative costs, or overhead. The Owner acknowledges that government-mandated changes are beyond the Contractor's control and agrees to pay all such costs as a condition of continuing the Project.

7.1.7 If, at any time after execution of this Agreement, any engineer, structural engineer, civil engineer, geotechnical engineer, or other design professional determines that additional engineering, redesign, testing, analysis, inspections, remediation, structural components, soil work, or other related services are required for the Project, the Owner shall be solely responsible for all such costs, regardless of the amount or percentage of increase to the original Contract Sum.

Such costs shall include, but are not limited to:

- Additional engineering drawings or revisions
- Structural redesigns
- Soil tests, compaction tests, geotechnical reports, or subsurface investigations
- Revised calculations or stamped drawings
- Required site improvements, foundation changes, or structural reinforcements
- Supplemental inspections or third-party reviews
- Any construction work required to comply with engineering directives

All such costs shall be added to the Contract Sum through a Change Order, without any increase in the Contractor's profit, administrative fee, or overhead, unless the additional Work is outside the original scope of the Project.

The Owner acknowledges that engineering requirements are independent of the Contractor and outside the Contractor's control, and agrees to pay all resulting costs as a condition of continuing the Project.

7.1.8 Transparency and No Hidden Markups

The Contract Sum includes the Contractor's overhead, General Conditions, and Contractor's Fee as identified in Exhibit A. Except as adjusted by approved Scope Change Orders that increase or decrease the scope, complexity, or duration of the Work, the Contractor will not apply additional hidden markups to third-party invoices for labor, materials, or equipment.

For **Price/Selection Change Orders** (as defined in Section 1.1.5(b)) that do not increase the overall scope or duration of the Project—such as substitutions of one tile for another within the same area, or changes in finish selections within the existing design—any adjustment shall be limited to the actual cost of the changed Work plus any applicable fee or margin disclosed in Exhibit A or in the Change Order itself. Such Price/Selection Change Orders shall not increase General Conditions (Cost Code 9030) or the Contractor's Fee (Cost Code 9080).

For **Scope Change Orders** (as defined in Section 1.1.5(a)), the Contract Sum, General Conditions, Contractor's Fee, and Contract Time may be adjusted proportionately to reflect the added Work, as set forth in the applicable Change Order.

Upon reasonable request, the Owner may review subcontractor and supplier invoices related to the Work and to approved Change Orders.

Article 8 – Deposits

8.1.0 Deposit (Working Capital Requirement)

8.1.1 Upon execution of this Agreement, the Owner shall pay the Contractor a deposit equal to ten percent (10%) of the Total Contract Price ("Deposit").

This Deposit is not escrow, not a trust fund, and is not held until the end of the Project.

The Deposit serves as working capital to mobilize the Project, secure labor, lock in materials, and maintain uninterrupted progress.

8.1.2 Use and Replenishment of the Deposit

The Deposit will be applied to the Project immediately upon receipt and may be used for:

- Subcontractor and vendor deposits
- Pre-order requirements
- Materials and equipment
- General Conditions & General Contractor fees
- Any other costs necessary to keep the Project moving

Each use of Deposit funds will be invoiced to the Owner or the Owner's lender and tied to the applicable cost code(s).

8.1.3 Minimum Working Capital Requirement (Rolling Buffer)

To ensure uninterrupted progress of the Project, the Owner agrees to make payments so that the Deposit balance does not fall below fifty percent (50%) of the original Deposit amount at any time during the Project. The Deposit may be drawn down for Project costs and shall be replenished through routine progress payments.

If the Owner fails to maintain the Deposit at or above fifty percent (50%) of the original Deposit amount, such failure shall be deemed nonpayment, as referenced in Article 9.2.5, and shall entitle the Contractor to suspend Work in accordance with Section 9.2.5, without prejudice to any other rights or remedies available to the Contractor.

8.1.4 Reconciliation at Final Completion

At Final Completion:

- The remaining Deposit balance shall be credited toward the Final Payment, and
- If all sums are paid in full, any unused portion of the Deposit shall be returned to the Owner.

8.1.5 If Financing Is Not Obtained

If the Owner fails to obtain financing pursuant to Section 14.5, the Deposit shall be refunded less:

1. Phase 1 Agreement Deposit amounts
2. Actual costs incurred by or on behalf of the Contractor (vendors, consultants, suppliers, subcontractors, etc.)
3. General Conditions & General Contractors expenses incurred

8.2.0 Progress and Final Payments

Progress and final payments shall be made per Article 9.

8.2.1 No retainage shall be withheld. Payments under this Agreement are tied directly to documented and completed phases of the Work. Because each draw request reflects verified progress — including inspections, cost code documentation, and lender review when applicable — there is no need for retainage. The Owner and, if applicable, the Owner's lender will pay the full amount of each approved draw based on work already performed, ensuring accuracy, transparency, and uninterrupted progress of the Project.

Article 9 – Payments and Completion

9.1.0 Payment Schedule

For purposes of this Agreement, the term *Payment Schedule* shall mean the following sequence of payments:

1. Deposit (Working Capital):
   Ten percent (10%) of the Contract Price, due upon execution of this Agreement in accordance with Article 8.
2. Subcontractor and Vendor Payments:
   Payment requests will be submitted weekly and based on:
   - Percentage of completion or full completion of the respective scope of Work;
   - Vendor or subcontractor deposit requirements;
   - Pre-order requirements for long-lead items;
   - Invoices tied to specific cost code line items.
3. General Conditions & General Contractor Fees:
   Cost code line items 9030 (General Conditions) and 9080 (General Contractor) shall be paid monthly, allocated evenly across the projected construction timeline.
4. Progress Payments:
   All remaining progress payments shall be made in accordance with the Contractor's draw requests and, when applicable, subject to lender approval.
5. Final Payment:
   The balance of the Contract Sum, due upon achievement of Final Completion, less amounts already paid and subject to Deposit reconciliation.

9.2.0 General Payment Terms

9.2.1 The Owner agrees to pay the Contractor the Contract Sum in accordance with the Payment Schedule. Payments shall be due within five (5) Business days after the Contractor has submitted a draw request. If owner is working with a lender, the draw request will be submitted in a form acceptable to the Owner's lender.

9.2.2 The Owner shall not unduly delay approval of any payment required under the Payment Schedule. If the Owner's delay results in a payment not being made within five (5) Business days of the due date, such amount shall bear interest from the date payment was due at the rate of eighteen percent (18%) per annum, or the highest allowable interest rate under Florida Law, if lower. If unpaid, such rate shall continue to apply post-judgment until paid in full.

9.2.3 Title to materials and Work shall pass to the Owner as incorporated into the Project and as payments are made; however, the Contractor shall retain all lien and other rights as security for full payment of the Contract Sum.

9.2.4 Upon receipt of payment from the Owner, the Contractor will promptly pay each subcontractor and supplier in accordance with the terms of their respective subcontracts and purchase orders. Thereafter, the Contractor shall provide proof of payment and lien releases to the Owner upon request.

9.2.5 Suspension of Work for Nonpayment. If the Owner, or owner's lender, fails to make any payment when due under the Payment Schedule, the Contractor shall have the right, upon seven (7) Business days' written notice, to suspend performance of the Work until payment is received. Any such suspension shall not be deemed a breach of this Agreement, and the Contract Time and Contract Sum shall be equitably adjusted to account for the suspension, including additional costs, demobilization/remobilization, and delay damages.

9.3.0 Final Completion

9.3.1 For purposes of this Article, "Final Completion" has the meaning given in Section 1.1.6 of this Agreement.

9.3.2 After the Owner has occupied the home for thirty (30) days, the Contractor will conduct a walkthrough with the Owner to create the punch list. The Contractor will then correct all agreed-upon punch list items—such as minor defects, paint touch-ups, adjustments, missing hardware, or other small corrections—within a reasonable period of time, subject to material availability and scheduling.

9.3.3 All warranties required by the Contract Documents begin on the date of Final Completion unless stated otherwise.

9.3.4 Upon Final Completion, the Owner shall promptly pay the Contractor the full remaining balance due under the Payment Schedule.

Punch list items do not affect, delay, or condition the Owner's obligation to make Final Payment.

9.3.5 The Contractor retains the exclusive right to perform all punch list work. The Owner may not hire third parties to perform any punch list or corrective work.

9.3.6 By making Final Payment, the Owner acknowledges that the Project is complete and ready for occupancy. Punch list items will be identified after the Owner has occupied the home for thirty (30) days and will be completed by the Contractor within a reasonable period of time, subject to material availability and scheduling.

9.3.7 At the time of Final Payment, and subject to any applicable lender requirements, the Contractor shall provide its Final Waiver and Release of Lien and obtain Final Waiver and Release of Lien documents from subcontractors who served a Notice to Owner.

Article 10 – Changes in the Work

10.1.0 Change Orders

10.1.1 (a) Owner-Initiated Changes

The Owner may request changes to the Work after execution of this Agreement. Upon receipt of such a

request, the Contractor will prepare a written Change Order, which shall include a description of the Work, associated costs, and any adjustment to the Project schedule. The cost of each Change Order shall equal the actual cost of the Work required by the change, plus overhead and profit. All Change Orders shall be based on the actual cost of labor, materials, and services required for the change, plus the Contractor's overhead and profit as identified in Exhibit A, without additional hidden markups. Unless otherwise specified in the Change Order, each Owner-Initiated Change after commencement shall add a minimum of five (5) days to the Project completion date, or such longer time as the change reasonably requires.

10.1.1 (b) Contractor-Initiated Changes

The Contractor shall be entitled to make Minor Changes/Deviations in the Work when necessary to avoid delays or disruptions (e.g., issues with development, permit requirements, or minor product substitutions). **"Minor Changes/Deviations"** are defined as changes with a cost impact of less than Five Hundred ($500.00) Dollars and no effect on the Project schedule. The Contractor may proceed with such changes without prior written approval but will subsequently generate a Change Order documenting the adjustment. Once cumulative minor changes exceed $5,000, they must go through full Change Order process. All other Contractor-Initiated Changes shall be submitted to the Owner in compliance with the requirements applicable to Owner-Initiated Changes, without administrative fees.

10.1.2 All changes impacting the Contract Sum, Contractor's Fee, or Date of Final Completion shall be formalized in a written Change Order using the form provided in Exhibit D, and processed in accordance with this Article.

10.1.3 Except as otherwise provided herein, no change, modification, or waiver of the provisions of this Agreement shall be binding unless it is documented in writing and approved by the Owner. Approval may be provided in either of the following ways: (a) the Owner signs the Change Order, or (b) the Owner provides written approval by email or text message clearly agreeing to the change. Verbal approvals or directions are not valid unless confirmed in writing by the Owner as described above. Any such written approval by the Owner shall be fully valid and enforceable.

10.1.4 The Owner shall submit payment to the Contractor at the time of approval of the Change Order.

10.1.5 Changes in the Work requested by the Owner that are outside the general scope of this Agreement may be rejected by the Contractor.

10.2.0 Unforeseen Conditions

10.2.1 If concealed, unknown, unforeseen, or unaccounted for conditions are encountered at the Project site that differ from those indicated in the Contract Documents, the Contract Sum and Contract Time shall be adjusted equitably to compensate the Contractor. Both Parties agree to work cooperatively and in good faith to address such conditions in a manner that minimizes undue delay and expense.

10.2.2 If conditions under 10.2.1 arise, the Contractor shall not be responsible for the consequences of such conditions. The Contractor shall notify the Owner within twenty-four (24) hours of discovery and consult with the Owner regarding any required changes or remedies.

Article 11 – Time

11.1.0 Time Limits of the Essence

Time is of the essence with respect to the Owner's payment obligations and the Parties' performance of notice and cure requirements. The construction schedule and projected completion dates are good-faith estimates only and may be adjusted as provided in this Agreement. In the event of any perceived inconsistency, the schedule provisions in Article 11 shall govern.

11.2.0 Delays The Owner agrees that they shall not be entitled to assert claims against the Contractor for consequential damages resulting from delays in the Project. Delays may be caused by, but are not limited to: weather conditions, supply chain issues, acts of God, municipal or governmental actions, labor shortages, subcontractor performance, or Owner-driven.

11.2.1 The Parties acknowledge the Contractor's Duration Notice (Exhibit C), which outlines factors that can reasonably extend timelines, including, but not limited to, municipal review delays, utility provider delays, pandemics or epidemics, government actions, severe weather, labor shortages, subcontractor closures, and product discontinuations.

11.2.2 Project timelines will follow the general ranges:

- **Small Project (Addition/Renovation):** 6–9 months
- **Mid-Size Custom Home:** 10–14 months
- **Large/Complex Estate or Commercial:** 14–18+ months

These timeframes are estimates only and may be adjusted based on conditions as outlined above and within Exhibit C.

Article 12 – Protection of Persons and Property

12.1.0 The Contractor shall take all reasonable precautions to prevent damage, injury, or loss to:

- Persons performing the Work;
- The Work itself, including materials and equipment to be incorporated therein; and
- Other property at the site or adjacent to the site.

The Contractor shall promptly remedy any damage or loss caused in whole or in part by the Contractor, or by any subcontractor or parties for whom the Contractor is responsible.

12.1.1 The Owner is responsible for the accuracy of the location of all subterranean structures and utilities. The Contractor will take reasonable precautions to avoid known subterranean structures. The Owner waives all claims against the Contractor, and agrees to defend, indemnify, and hold harmless the Contractor from any claim or liability for injury or loss (including defense costs) arising out of or relating to damage to subterranean structures and utilities not accurately identified in the Contract Documents. The Owner agrees to compensate the Contractor for any time or expenses incurred in defense of such claims.

Article 13 – Miscellaneous Provisions

13.1.0 As used herein, the singular includes the plural, and vice versa.

13.1.1 The titles and headings in this Agreement are only there to help organize the document. They don't change or affect what the actual contract language means.

13.1.2 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

13.1.3 Counterpart signature pages may be executed electronically, and shall be deemed originals for all purposes.

13.1.4 If any part of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still remain fully valid and enforceable. That section will be treated as though it was never included, and the Agreement will be interpreted in a way that best reflects the original intent of both Parties.

13.1.5 Both Parties acknowledge that they have read this Agreement and had the opportunity to seek legal counsel. This Agreement may be amended only by a written document signed by both Parties. Except for the Phase 1 Design & Planning Agreement, which is incorporated herein, this Agreement supersedes all prior discussions, negotiations, or agreements. No third party has any rights under this Agreement.

13.1.6 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, and assigns.

13.1.7 A construction site is inherently dangerous. The Owner is prohibited from entering the Project site prior to Final Completion without the Contractor's written permission. If permission is granted, the Owner must be accompanied by a Contractor's representative and wear appropriate safety gear, including a hard hat. The Owner releases the Contractor from any claims for injury or damage arising from entry to the site by the Owner or the Owner's invitees before Final Completion. Under no other circumstances may the Owner perform Work on the Project site or bring others onto the site. Children under 18 are prohibited from entering onto the site prior to Final Completion. The sole exception is an emergency threatening life or property, in which case entry may occur only if the Contractor is unavailable or unable to respond.

13.1.8 If the Owner is financing all or part of the Project, the Contractor may request, and the Owner must provide, proof of adequate financing at intervals deemed appropriate by the Contractor. If the Project is not financed, the Contractor may request, and the Owner must provide, proof of adequate funding for the Project.

13.1.9 The Contractor's liability for damages due to error, omission, or negligence shall be limited to the required limits of the Contractor's liability coverage, including umbrella policies. If the Owner prefers higher limits, the Contractor will increase coverage, up to twice the Contract amount, provided the Owner agrees to pay, in writing, at the time of acceptance of the Agreement and pays an additional consideration of seven percent (7%) of the total fee or Four Hundred ($400) Dollars, whichever is greater. Attorney's fees expended by the Contractor in connection with any claim shall reduce the amount of liability coverage available by the amount of fees and costs incurred.

Article 14 – Dispute Resolution

14.1.0 Notice of Default and Demand for Cure

If either Party believes the other has defaulted under this Agreement, the non-defaulting Party must provide written notice to the other party, within ten (10) days of discovery of the default, or the right to assert such default shall be waived. The notice must be titled "Notice of Default and Demand for Cure" and describe the alleged default with reasonable particularity. The alleged defaulting Party shall have ten (10) days from receipt to cure the default. If the default cannot reasonably be cured within that time but the defaulting Party commences and diligently pursues a cure, an additional thirty (30) days shall be allowed. Unless otherwise agreed in writing, failure to cure within such time permits termination in accordance with Article 15.

14.2.0 Non-Binding Design Professional Decision If, prior to Final Completion, a dispute arises regarding whether Work is within the Contractor's Scope, or regarding interpretation of the Contract, the Parties may jointly request a non-binding opinion from the Project's Design Professional. Such an opinion is advisory only and not admissible as evidence.

14.3.0 Mediation as a Condition Precedent to Arbitration Any claim, dispute, or controversy arising out of or relating to this Agreement, other than non-payment, that cannot be resolved by discussion or through Section 14.1.0 shall be submitted to non-binding mediation. The mediator shall be mutually agreed upon by the Parties, or if they cannot agree, designated by the American Arbitration Association (AAA) under its

Construction Industry Mediation Rules.

14.3.1 The Parties shall share equally the mediator's fees and any filing costs. Mediation/arbitration shall be held in Marion County, Florida. Agreements reached in mediation shall be enforceable as settlement agreements in any court with jurisdiction. Communications exchanged in mediation shall be confidential, except as provided by law.

14.4.0 Arbitration Any dispute, controversy, or claim, other than non-payment, not resolved through mediation shall be settled by binding arbitration administered by the AAA under its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction.

14.4.1 Florida law shall govern this Agreement and all claims or disputes arising under or relating to it. Arbitration shall also be governed by Florida law, and arbitrators shall apply Florida law in their decisions.

14.4.2 Except where law requires a different venue, arbitration shall take place in Ocala, Florida. To the fullest extent permitted by law, either Party may join third parties believed to be responsible for or connected with the claims. Any joined Party shall share equally in applicable fees.

14.5.0 Lien Rights: If such a matter relates to, or is the subject of, a lien arising out of Wilmek's services, Wilmek may proceed in accordance with applicable law to comply with the lien notice or filing deadlines. This can be done prior to resolution of the matter by mediation or arbitration.

14.6.0 Conduct of Parties: In the event of a dispute, all attempts will be made to amicably resolve the issue privately between the Parties. Owner agrees not to publish negative or disparaging public comments during an active dispute resolution process, until mediation and arbitration are completed. Confidentiality shall be maintained for all mediation, arbitration, and settlement discussions.

14.7.0 WAIVER OF JURY TRIAL: THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

14.8.0 Finance Contingency

This Agreement _____is NOT contingent/ _____X_____is contingent upon the Owner obtaining a written loan commitment within thirty (30) days from a Project lender in an amount not less than **$** , with an interest rate not exceeding **%,** and a term of no less than_____ years. DESIGN+BUILD Phase 1 Agreement and Phase 2 Construction Agreement Deposit of **$** apply. If the Owner is unable to obtain the commitment, this Agreement shall be canceled, and Contractor shall refund deposits paid, less:

- Phase 1 Design & Planning Agreement amounts;
- Actual expenses incurred by or for the Contractor, including payments to third-party vendors, suppliers, and others;
- General Conditions & General Contractor's fees.

Article 15 – Termination of the Contract

15.1.0 Termination by the Contractor

The Contractor may terminate this Agreement if the Owner:

- Fails to perform obligations under this Agreement or violates any restrictions placed upon the Owner;

- Makes a misrepresentation (expressly or by omission) to the Contractor;
- Becomes insolvent, assigns assets for the benefit of creditors, or declares bankruptcy;
- Fails to make payments after demand and a reasonable opportunity to cure pursuant to Article 14.1.0; or
- Fails to demonstrate, to the Contractor's satisfaction, the financial ability to fund the Project.

Upon termination by the Contractor under this Section, the Contractor shall be entitled to recover:

1. Payment for all Work performed to date;
2. All costs incurred as a result of termination; and
3. Lost profit limited solely to the unperformed portions of Cost Code 9030 (General Conditions) and Cost Code 9080 (General Contractor Fee).

Lost profit shall be calculated as twenty-five percent (25%) of the remaining unpaid balance of Cost Codes 9030 and 9080 only, and shall not apply to any other portion of the Contract Price.

15.2.0 Termination by the Owner

The Owner may terminate this Agreement if the Contractor:

- Fails to perform its obligations under this Agreement after written demand and a reasonable opportunity to cure pursuant to Article 14.1.0;
- Makes a misrepresentation (expressly or by omission) to the Owner; or
- Becomes insolvent, assigns assets for the benefit of creditors, or declares bankruptcy.

Upon termination by the Owner under this Section, the Contractor shall be entitled to recover and the Owner shall pay:

1. Payment for all Work performed to date, including partially completed Work;
2. The cost of all materials, equipment, and supplies purchased, specially ordered, or stored for the Project (whether on-site or off-site);
3. All costs incurred as a result of termination, including demobilization and restocking charges; and
4. Contractor's earned overhead and profit on the Work performed to date (excluding unperformed Work).

After the Contractor has been paid the amounts described above, the Owner shall be entitled to a refund only of sums previously advanced that exceed the Contractor's total earned amounts as calculated under this Section.

15.3.0 Assignment

Except as expressly provided, Owner may not assign, transfer, or subcontract obligations under this Agreement without prior written consent of Contractor. However, the Owner may assign or transfer this Agreement to a trust or entity owned or controlled by the Owner, provided such assignment does not release the Owner from obligations herein. The Owner must notify the Contractor within three (3) Business days of such assignment or transfer.

EXHIBIT B – FLORIDA STATUTORY DISCLOSURES

FLORIDA LIEN LAW DISCLOSURE

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

STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND: PAYMENT 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: CONSTRUCTION INDUSTRY LICENSING BOARD, 2601 BLAIR STONE ROAD, TALLAHASSEE, FL 32399-1039, TELEPHONE: (850) 487-1395.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

EXHIBIT C – Contractor's Duration Notice

Owner acknowledges entering into an Agreement with Contractor for a residential or commercial new construction or alteration project that may include a complex, long-term build duration. Contractor provides this Duration Notice to ensure the Owner is fully aware of conditions that could lead to delays. This Duration Notice is to be read together with the Agreement, and if conflicts arise, the Agreement shall prevail.

1. Time of Commencement and Final Completion

- Estimated Start Date: _____
- Estimated Completion Date: _____

Owner understands that these dates are good-faith estimates based on similar projects. These dates are for estimating purposes only. There is no liability for untimely completion unless lack of progress is directly attributable to the Contractor's failure to exercise good faith as determined by a court of law. Delays caused by the Owner, including, but not limited to, late selections, lack of timely decisions, or failure to provide access, shall further extend the completion date consistent with this Section.

2. Municipal Building Departments

Delays may result from municipal building department backlogs, including permitting, inspections, and issuance of certificates of occupancy. Contractor shall not be held liable for these delays.

3. Utility Providers

Delays may result from utility providers due to staffing shortages, growth, or required upgrades prior to connection. Contractor shall not be held liable for these delays.

4. Pandemics / Government Actions

Delays may result from pandemics, epidemics, or related government shutdowns, which can disrupt supply chains, inspections, and labor availability. Contractor shall not be held liable for these delays.

5. Weather / Acts of God

Delays may result from Florida's severe weather, including tropical storms, tornadoes, microbursts, hurricanes, lightning, and other natural events. Contractor shall not be held liable for these delays.

6. Labor Shortage and Business Closures

Delays may result from subcontractor or supplier closures or as a result of national or regional labor shortages. Contractor shall not be held liable for these delays.

7. Construction Delays

Delays may result from discontinued products, unavailable selected materials at time of installation, or suppliers' inability to hold products beyond designated hold periods. Contractor shall not be held liable for these delays. If selections become unavailable, the Owner may be required to make new selections, which may further delay the Project.

EXHIBIT D – Change Order Form (Attached)
EXHIBIT E – Insurance Coverage (Attached)
EXHIBIT F – Phase 1 Design & Planning Agreement (N/A)

Final Acknowledgment and Agreement

By signing below, the Owner acknowledges full understanding and acceptance of the plans, specification sheet, cost codes, scope of work, and cost breakdown presented herein. Together, these documents, along with the payment terms described in this Agreement, form the complete contract between the Owner and the Contractor and supersede all prior discussions, negotiations, or representations.

The Owner affirms that they have reviewed the plans, specifications, and scope of work in detail and agree to the total contract value. Payments shall be made in accordance with the process outlined in this Agreement, with any adjustments made only through approved written Change Orders.

Both Parties agree to act in good faith, uphold the commitments outlined herein, and work collaboratively to ensure the successful and timely completion of the Project.

We are honored to be chosen as your builder and are genuinely excited to partner with you on your Project. This is more than construction — it is the creation of a home or space designed uniquely for you, built with excellence, care, and pride. We look forward to working with you every step of the way.

This Agreement is entered into voluntarily and with the intent to create a binding legal obligation.

Signature of Client: _____ **Date**: _____

Signature of Client:_____ **Date**: _____

Signature of Contractor: _____**Date**: _____

Approvals

⊗ No users are required to approve.

Historic Preservation Board

Meeting Minutes - DRAFT

March 16, 2026

Mission Statement: As advisors to the Town Council, the Historic Preservation Board heightens awareness and safeguards our historic buildings, natural, and cultural resources. We strengthen the historic bond between the resident community and our Town's heritage.

Board Members: Joan Foglia (Chair) Hannah Ammar (Co-Chair), Frank Krens, Tracy Mitchell (newly approved) , Chuck Hobbs (newly approved)
Town Council Liaison: Tony Davit

1. **CALL TO ORDER –** Chair Joan Foglia called the meeting to order with a quorum at 5:02pm
    a. **Board Members prese**nt: Joan Foglia, Tracy Mitchell, Chuck Hobbs, Frank Krens
    b. Public Works: PW Director and Assistant Town Manager Tonya Elliott-Moore was present
    c. WAYS committee liaison Layla Ruffner was present

2. **OPEN FORUM / PUBLIC COMMENT (3-Minute limit) –** None

3. **OLD BUSINESS**

    a. Defer Town Square Improvement Plan-Walk Town Square until March when all new members can attend. – topic was deferred

    b. Follow-up of old historic photos to be given to Windermere Elementary – It was noted that the old photos are in the storage unit and are accessible.

    c. Update on 3 quotes for repairs to Cal Palmer building and 1880's Schoolhouse with Tonya Elliott-Moore and timeline for restoration. Any other necessary repairs to either structure to be discussed at this time – Tonya said that she has 3 quotes and that Ruby Builders is the lowest bidder. Tonya said that action on this is not urgent, that Public Works had completed repairs that were urgent. The need for humidity control was raised and potential solutions and their potential issues were discussed. Chuck said he would provide his ideas and work with Public Works Operations Manager Travis Mathias on compatibility and methods to implement.

4. NEW BUSINESS

a. Minutes of February 2026, to be approved – *Frank made a motion to approve with corrections, Tracy seconded, the motion passed.*

b. Vote on new member application for Shaman Foradi, and any other applications submitted (Attachments) – *Tracy moved to accept the application, Frank seconded and the motion passed.*

c. Discuss current Town Hall renovations plans and walk through of Town Hall. – Tonya provide copies of the renovation plans. All members were encouraged to review them and be prepared to discuss them at the next meeting.

d. Delegate social media platforms to inform residents of Historic Board activities and Town's improvements to Historic Structures - WAYS liaison Layla Ruffner stated that the WAYS committee met and agreed to explore with the WAYS committee how they could help to get more input through their social media connections. Tonya said that HPB could have a dedicated social media page but only as part of the Town's system. Joan and Layla agreed to meet with Town Admin Lilian to plan it.

e. Joan Foglia updates on fundraising efforts for Town Hall – Joan said she would put together an HPB subcommittee to include at least her and Tracy Mitchell to work this. *Frank made a motion that a Fundraising Subcommittee be set up to address the fundraising process and actions. Tracy seconded and the motion passed.* Joan reviewed some of her existing ideas and plans and discussions with Dave Reagan and Jeff Wilson for preparation of a video and a song to promote the fundraiser.

f. Address Goals and Mission of the Historic Board – Joan asked all members to review the Strategic Plan and be prepared to discuss at the next meeting.

5. **LIAISON REPORTS –** none

6. **OTHER ITEMS FOR CONSIDERATION –** Next meeting will continue planning for fundraising, what to do with the Cal Palmer building including potential use for meetings on a rental basis, schoolhouse details including the front steps. Joan expressed a need for all members to understand and comply with the Florida Sunshine Law regarding conduct and communications at and outside of committee and subcommittee meetings. Tonya said that she would ask Robert Smith to provide instruction.

7. ADJOURN – As there was no further business, the meeting was adjourned at 6:10.

2025/2026 Historic Preservation Board

Revenue	Amount
Beginning Fund Balance	
Central Fl Soccer League - Food Truck Sponsor	$ 250.00
Vitak Radiance Wellness Center - Food Truck Sponsor	$ 250.00
West Orange Roofing - Food Truck Sponsor	$ 500.00
Wonderly Lights - Light Up Windermere Sponsor	$ 750.00
Renewal By Anderson - Food Truck Sponsor	$ 750.00
West Orange Roofing - Food Truck Sponsor	$ 600.00
Mary Kay - Food Truck Sponsor	$ 250.00
Central Florida Racquet Sports - Food Truck Sponsor	$ 250.00
Nora Penaloza - Food Truck Sponsor	$ 200.00
Food Trucks - Oct 25 FTN	$ 2,250.00
Food Trucks - Nov 25 FTN	$ 2,700.00
Food Trucks - Dec 25 FTN	$ 2,400.00
Food Trucks - Jan 26 FTN	$ 2,400.00
Food Trucks - Feb 26 FTN	$ 2,100.00
Food Trucks - March 26 FTN	$ 1,800.00
Total Revenue	**$17,450.00**
Expense	
Event Services - Entertainment/Janitorial	
Oct 25 Halloween FTN	$ 2,080.50
Nov 25 Light Up Windermere FTN	$ 2,520.00
Dec 25 Holiday Movie Night	$ 2,646.37
Jan 26 FTN	$ 925.00
Feb 26 FTN	$ 785.00
March 26 FTN	$ 1,430.00
Master Restroration - Historic School House Lead Paint Remediation	$ 7,687.00
Joan Foglia - Tables at Holiday Hoopla	$ 146.13
Joan Foglia - Christmas Deco Cal Palmer - *Approved by committee* ?	$ 616.79
Joan Foglia - Pumpkin Carving Event	$ 1,576.88
Joan Foglia - Tables at Holiday Hoopla	$ 72.06
Total Expense	**$ 20,485.73**
Revenue over Expenditures 2025/2026	**$ (3,035.73)**

Updated 4/6/2026