



Legislative#200090

City of Gainesville  
**REQUEST FOR QUALIFICATIONS:**  
**#CRAX-200029-GD:**  
**New Home Builders for**  
**Heartwood Neighborhood,**  
**Gainesville, FL**  
May 20, 2020 | 3:00 PM

**SUBMITTED BY**  
Elevated Design & Construction  
2441 NW 43rd Street, Suite 5C  
Gainesville FL, 32606  
352-872-5994 | [www.elevateddc.com](http://www.elevateddc.com)

*A Higher Level of Quality and Service*

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**BID COVER PAGE (Non CCNA)**

**City of Gainesville**  
**Procurement Division**  
**200 E University Avenue, Rm 339**  
**Gainesville, FL 32601**  
**(352) 334-5021(main)**

**REQUEST FOR QUALIFICATIONS (RFQ):**

**#CRAX-200029-GD: New Home Builders for Heartwood Neighborhood, Gainesville, FL**

**DUE DATE FOR SUBMITTING PROPOSAL ON DEMANDSTAR.COM:** May 20, 2020, 3:00PM

**PRE-PROPOSAL MEETING:** ☒ Non-Mandatory ☐ Mandatory ☐ Includes Site Visit ☐ N/A  
**PRE-PROPOSAL MEETING DATE/TIME:** Thursday, April 30, 2020, 1:30pm  
**PRE-PROPOSAL MEETING LOCATION:** Zoom (CTRL+Click link below to access):  
<https://zoom.us/j/91822959237?pwd=WUFGYkRjOWJ6THRkRy8rV0xOcXpOQT09>  
 Meeting ID: 918 2295 9237  
 Password: 8ZRDXd

**BIDDER QUESTIONS DUE DATE:** Thursday, May 7, 2020, 3:00pm

**SUMMARY OF SCOPE OF WORK:**

The Heartwood Neighborhood, located at 1717 S.E. 8<sup>th</sup> Ave, and former Kennedy Homes site, is being redeveloped by the Gainesville Community Reinvestment Area (GCRA) into a 34 single family home subdivision. The City of Gainesville is seeking home builder contractors to build homes on these properties.

**For questions relating to this solicitation, contact:**

Gayle Dykeman, Procurement Specialist 3, [dykemangb@cityofgainesville.org](mailto:dykemangb@cityofgainesville.org)

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☒ Bidder is NOT in arrears ☐ Bidder IS in arrears  
 Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☒ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com **MUST** contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible

**ADDENDA ACKNOWLEDGMENT:** Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) #1 and #2

Legal Name of Bidder: Elevated Design and Construction, LLC

DBA: \_\_\_\_\_

Authorized Representative Name/Title: Michael Beard, President

E-mail Address: Michael@elevateddc.com FEIN: 81-4276246

Street Address: 2441 NW 43rd Street, Suite 5C, Gainesville, FL 32606

Mailing Address (if different): N/A

Telephone: ( 352 ) 872-5994 Fax: ( N/A ) \_\_\_\_\_

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☒ Proposal is in full compliance with the Specifications.

☐ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

**SIGNATURE OF AUTHORIZED REPRESENTATIVE:**  \_\_\_\_\_

**SIGNER'S PRINTED NAME:** Michael Beard **DATE:** 5/20/2020

***This page must be completed and uploaded to DemandStar.com with your Submittal.***


RFQ 200029-Heartwood New Home Builders - Page 1 of 25

**City of Gainesville**Budget and Finance Department  
Purchasing Division

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 1 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

**CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 1 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: Elevated Design and Construction, LLCSIGNATURE:  \_\_\_\_\_LEGIBLY PRINT NAME: Michael Beard, PresidentDATE: 5/1/2020



## **City of Gainesville**


Budget and Finance Department  
Purchasing Division

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and a copy of this Addendum to be returned with proposal.**

### **CERTIFICATION BY PROPOSER**

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER COMPANY NAME: Elevated Design and Construction, LLC

SIGNATURE:  \_\_\_\_\_

LEGIBLY PRINT NAME: Michael Beard, President

DATE: 5/7/2020

a)	Provide the current, verified, name and address of at least three (3) recent new home construction projects completed by your company in the past five (5) years.	✓
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### REFERENCE FORM

**Name of Bidder:** Elevated Design and Construction, LLC

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

**#1** Year(s) services provided (i.e. 1/2015 to 12/2018): 2/2020 to 4/2020

Company Name: City of Gainesville Housing  
 Address: Azzie Johnson House, 909 NE 22nd Terrace  
 City, State Zip: Gainesville, FL 32641  
 Contact Name: James Southerland  
 Phone Number: 352-393-8615 Fax Number: Not Available  
 Email Address (if available): Not Available



a)	Provide the current, verified, name and address of at least three (3) recent new home construction projects completed by your company in the past five (5) years.	✓
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### REFERENCE FORM

**Name of Bidder:** Elevated Design and Construction, LLC

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

**#2** Year(s) services provided (i.e. 1/2015 to 12/2018): 1/2020 to 3/2020

Company Name:	<u>Wilburn Investments</u>		
Address:	<u>LOT 1: 983 NW 18th Ave.</u>		
City, State Zip:	<u>Gainesville, FL 32609</u>		
Contact Name:	<u>Craig Wilburn</u>		
Phone Number:	<u>352-317-0707</u>	Fax Number:	<u>Not Available</u>
Email Address (if available):	<u>Not Available</u>		



**WILBURN: LOT 1 | 1,387 SF | 3 BD / 2 B**

a)	Provide the current, verified, name and address of at least three (3) recent new home construction projects completed by your company in the past five (5) years.	✓
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## REFERENCE FORM

**Name of Bidder:** Elevated Design and Construction, LLC

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

**#3** Year(s) services provided (i.e. 1/2015 to 12/2018): 1/2020 to 3/2020

Company Name:	<u>Wilburn Investments</u>		
Address:	<u>LOT 3: 929 NW 18th Ave</u>		
City, State Zip:	<u>Gainesville, FL 32609</u>		
Contact Name:	<u>Craig Wilburn</u>		
Phone Number:	<u>352-317-0707</u>	Fax Number:	<u>Not Available</u>
Email Address (if available):	<u>Not Available</u>		



**WILBURN: LOT 3 | 1,776 SF | 3 BD / 2 B**

BIDDER MINIMUM QUALIFICATIONS		QUALIFIED BIDDER	QUALIFICATION REFERENCE
b)	Bidder shall demonstrate through its response to this RFQ that it has at least five (5) years of experience in residential home construction.	✓	Section B, Minimum Qualifications Page 4
c)	Bidder shall demonstrate through its response to the RFQ, that it has sufficient personnel and equipment necessary for the completion of the services in a timely and efficient manner.	✓	Section C, Statement of Qualifications Page 8
d)	Bidder shall demonstrate that it complies with all applicable State and Federal professional licensing laws.	✓	Section L, Licenses and Certifications Page 55
e)	By submitting the Statement of Qualifications, the bidder certifies that it has fully read and understands the RFQ and has full knowledge of general scope, nature, and quality of the work to be performed, the general requirements of the services to be provided, and the conditions under which the services are to be performed.	✓	Section C, Statement of Qualifications Page 8
f)	Bidder shall demonstrate financial capacity to support all construction costs associated with building one home in the Heartwood neighborhood. Bidder is required to provide their most recent balance sheet and last year's tax return.	✓	Section F, Recent Balance Sheet and Prior Year's Tax Return Page 40
g)	If awarded, Builder must be able to offer the 2-10 Home Buyers Warranty, Attachment F	✓	Upon award, Elevated will offer the National New Home Warranty Program 2-10 Home Buyer's Warranty

Related Experience: Exterior of Caymen Home

# I. PROJECT UNDERSTANDING & APPROACH

*Describe your understanding of the objectives and scope of the requested services and your general approach to such. Include a general time frame for being able to respond to City requests for specific project proposals*

## a. Provide your company's approach to, and experience with, coordinating and executing home construction.

Every home we've constructed has its own unique set of needs, and we pride ourselves on giving each one its best solution. With extensive experience across many types of projects ranging from home remodels, expansions, and new construction to commercial and outdoor living spaces, there isn't a project we haven't seen. And while every job is unique, they all come with the same promise of providing a higher level of quality, service and durability.

Elevated Design & Construction, LLC possesses over 20 years of general contracting, construction management and design-build service experience. We are a results driven firm with a passion for turning our clients needs into thoughtful solutions that eclipse their expectations.

The proposed designs fit well within the niche of Elevated Design and Construction. Our foundation to service this contract starts with a solid strategy and a committed, talented team. Our model provides efficiencies in the pre-construction, cost estimating, scheduling, and a seamless construction process to make the entire experience easier for your contract manager.

We offer the attention to detail, value and flexibility of a small firm, with the staff experience of a large firm. The results – better service than the big firms, without risking quality of work.

Our CEO and Director of Construction, Michael Beard, started his residential construction journey in 1997 with Curington Contracting of Ocala Florida. Since then, he has been responsible for the construction of **over 200 homes**.

Most recently, Elevated completed **3 homes in 90 days** from start to finish right here in Gainesville. Two of those homes were for the City of Gainesville's Housing Division. The other was for Craig Wilburn of Keller Williams Realty, the Realtor selected for the Heartwood Subdivision.

With a solid foundation and paralleled experience of this contract, Elevated is excited to provide a *higher level of quality and service* to the Heartwood Neighborhood.

## b. Provide your company's understanding of the delivery intent, goals, and objectives as outlined in the Project description.

Understanding the history of this development provides Elevated a well-rounded approach to the intent, goals and objective of this contract. Heartwood is the site of the former Kennedy Homes multi-unit development. As a 15.1-acre parcel, located in a very well-known area in Southeast Gainesville, we understand the importance of delivering homes with the highest quality service. As a result from the decline in property values in East Gainesville and disinvestment by the private sector, the Look East Campaign was birthed by the Community Redevelopment Agency. A part of that campaign was "Live East," and Heartwood is the first step in that direction.

For over 15 years, there has been an absence of quality housing stock in East Gainesville. The goal of Heartwood is to bring market-rate housing to the area, which will in-turn increase surrounding property values and provide incentive the private sector developer/builder community to invest. The development has placed a large emphasis on green spaces, wetland restoration and connectivity throughout.

With the infrastructure completed leaving pad ready sites, the City/CRA is looking to engage the residential builder community for the construction of these single-family residence.

Elevated provides a valuable and unique perspective to this contract, as its President and CEO, Michael Beard, is the former project manager for the Heartwood Project. We have a full understanding of the project intentions, as well as the ability to act as an extension of staff towards the completion of your expressed goals.

## "Transforming potential to reality through purposeful relationships"

is our passion statement and we are excited to put our passion to work for the City of Gainesville. Our estimating staff and strategic partners are committed to responding to City requests for specific proposals within 72 hours.

**C. Provide your company's approach to include small, local and diverse subcontractors within the project.**

As a small business and minority-owned firm ourselves, Elevated is well aware of the challenges that exist for a small or disadvantaged business to succeed in today's competitive climate. We are committed to providing opportunities for the entire subcontracting community, including small, local, minority, women, service-disabled and other DBE owned firms for this contract.

Elevated Design and Construction shall endeavor to do the following:

1. Solicit through reasonable and available means the interest of City, County, and State-certified WMDBEs that have the capability to perform the work of the contract. Elevated will solicit this interest within sufficient time to allow the WMDBEs to respond. Elevated will also take appropriate steps to follow up initial solicitations with interested WMDBEs.
2. Provide interested WMDBEs with adequate information about the plans, specifications and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
3. Negotiate in good faith with interested WMDBEs that have submitted bids. Documentation of negotiation will include the names, addresses and telephone numbers of WMDBEs that were solicited; the date of each such solicitation; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why agreements could not be reached with WMDBEs to perform the work. That there may be some additional costs involved in soliciting and using WMDBEs is not a sufficient reason for failure to meet our company established goals.
4. Not reject WMDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
5. Make a portion of the work available to WMDBE subcontractors and suppliers and select the portions of the work or material consistent with the available WMDBE subcontractors and suppliers, so as to facilitate meeting the goals.
6. Make good faith efforts to utilize WMDBEs, despite the ability or desire to perform the work of a contract with our own organization.
7. Select portions of the work to be performed by WMDBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate WMDBE participation, even when Elevated might otherwise prefer to perform these work items with its own forces.
8. Make efforts to assist interested WMDBEs in obtaining bonding, lines of credit or insurance as required.
9. Make efforts to assist interested WMDBEs in obtaining necessary equipment, supplies, materials or related assistance or services, including participation in the City's local and small business program.
10. Effectively use the services of the City; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of WMDBEs.



**OUR AVERAGE WMDBE  
UTILIZATION RATE IS**

**50%**

**d. Describe your company's commitment to comply with the City of Gainesville's Local and Small Business Procurement Program.**

Elevated is committed to complying with the City of Gainesville's Local and Small Business Procurement Program and providing opportunities for the entire subcontracting community, including local, small, minority, women and service-disabled veteran owned firms for this contract.

As a local, small and minority business ourselves, we are more than aware of the importance to support the City of Gainesville's Local and Small Business Procurement Program. We take a personal and proactive approach to continuously act as a partner and advocate for other local and small business firms.

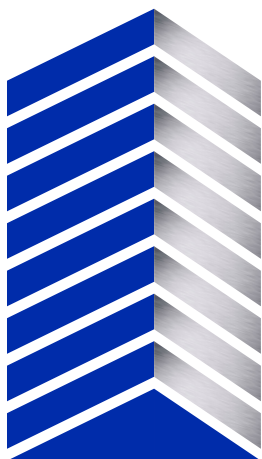
We work hard to create a *higher level of quality and service*, inclusion and respect and be a business that people want to work for and with. Our team and subcontractors embrace our core values to be growth minded, solutions orientated, driven to excellence and relationship centered with every step of a project.

We treat all of our employees, vendors and subcontractors with respect, regardless of their background, social status or ethnicity. When we succeed for our clients, it's a win for the entire minority business community that we represent.

More specifically, when we succeed with the City of Gainesville, it attracts and empowers other underrepresented businesses in the area to do business with us.

Some of the tried-and-true efforts that we are committed to using to meet and succeed the subcontracting goals of the City's program include:

1. Supporting the Florida Minority Supplier Diversity Council (FMSDC) and the U.S. Department of Commerce's Minority Business Development Agency (MBDA). We regularly attend their events and chapter meetings, which have been key in facilitating introductions with qualified minority trades.
2. Engaging and attracting diverse firms to participate in bidding by soliciting opportunities to our prequalified network of trade contractors who are SBE/W/MBE SDVOSB-owned and certified.
3. Working with the City's OEO department to gather contact information of firms they have a relationship with; Alachua County Equal Opportunity Office's directory of SBE firms; and the SBA North Florida District Office's directory of 8(a), WOSB, SDVOSB, HUBZone, and SDB firms.
4. Selecting portions of the work to be performed by local or WMDBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate local or WMDBE participation, even when Elevated might otherwise prefer to perform these work items with its own forces.
5. Providing assistance to potential subcontractors to help them succeed however we can. On past jobs, we have work with them to define a scope where they would excel, and break out bid packages to this end and where it makes sense, in order to provide more access for small firms.
6. Expediting payment to small subcontractors on a case-by-case basis.
7. Effectively using the services of the City; minority or women community organizations; minority or women contractors' groups; local, state and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of local or WMDBEs.
8. Most importantly, supporting the City's goal to ensure long-term economic development for local and small businesses, like ourselves.



**OUR CORE FOCUS IS  
TRANSFORMING  
POTENTIAL TO REALITY  
THROUGH PURPOSEFUL  
RELATIONSHIPS**

## 2. OUR TIME TO COMPLETION

*Discuss your company's time to completion once a right to construct has been issued.*

As a firm built on the foundation of dedicated team members and a strong and loyal subcontractor base, Elevated's ability to maintain a tight schedule is at the heart of every project.

One of the key ways we succeed in providing a timely completion of projects is through our exceptional trade partners. Throughout our company, our subcontractors are more than dedicated tradesmen—they are known as our strategic partners. Every trade partner is selected through a meticulous onboarding process and has constant involvement during every phase of the schedule. The entire Elevated team and strategic partners are committed to delivering *A Higher Level of Quality and Service*.

Elevated's experience working with clients in schedule-sensitive environments has made us aware of the unique scheduling challenges that housing development projects can pose. We are accustomed to navigating users' schedules and coordinating work for after-hours and holidays to complete projects quickly and transparently. Facilitating the constant flow of communication between all project stakeholders is key to successful quick response project delivery.

As an added benefit, Elevated's CEO and Director of Construction, Michael Beard, is a former Community Redevelopment Agency Project Manager. His prior experience truly provides an understanding of what it means for a contractor to be an extension of City Staff. We would consider it a tremendous opportunity to serve as an extension of your team on this contract.

Once a right to construct has been issued, we are committed to providing a detailed critical path schedule and incorporating key elements and milestones identified within 7 days. Houses of similar size and scope to the provided Heartwood Models have taken us an average 3 – 6 months to complete.

As mentioned prior, Elevated recently completed **3 homes in 90 days** from start to finish. Two of those homes were for the City of Gainesville's Housing Division. The other was for Craig Wilburn of Keller Williams Realty, the Realtor selected for the Heartwood Subdivision.

Our high-level team members, prior insight and experience related to this contract will allow for a timely and quality completion of each home.



### 3. PROPOSED PROJECT STAFF

Identify the key personnel who will be directly assigned to this project. State the qualifications and related experience of each member of the proposed project team. Provide a resume for each team member for the project.

#### A Higher Level of Teamwork

The Elevated Design & Construction team is dedicated to always going above and beyond the call of duty for our clients. A higher level of quality and service is more than just a tagline for us. One of the key ways we achieve this is by acting like an extension of your team. We believe that "personal relationships are the fertile soil from which all advancement, all success and all achievement in real life grows." Our team wants to build more than great homes for the Heartwood community, we want to build a personal relationship with the City under this contract.

Our organization chart below outlines our proposed key personnel who will be directly assigned to this contract. In addition to our key personnel, Elevated has the extended support of an in-house Administrative and Marketing team available to support any additional needs of this contract.

Each member of our proposed team has experience providing the exact scopes of work required for these projects, as well as strong relationships with local trade partners and suppliers, and most importantly, the ability to deliver a project with both quality and a quick-response service, every time.

With the combined experience our team and the resources of our trade partners, we are confident in our abilities to deliver quality and timely homes for the Heartwood neighborhood.

Resumes for all proposed staff are included on the following pages.

**Gainesville.**  
**Citizen centered**  
**People empowered**



**MICHAEL BEARD**  
 CEO & Director of  
 Construction  
 Gainesville, FL  
 CGC#1524869



**RICHARD KEANE**  
 Project Manager  
 Gainesville, FL



**ISHMAEL RENTZ**  
 Director of Operations  
 Gainesville, FL  
 CGC#1514670



**SHAWN MOSS**  
 Superintendent  
 Gainesville, FL



**KEITH SMITH**  
 Superintendent  
 Gainesville, FL



**DAWN BEARD**  
 Project  
 Administrator  
 Gainesville, FL

## MY CORE VALUE


RELATIONSHIP  
CENTERED

Fully understanding and  
respecting the priceless  
value in others



## MICHAEL BEARD | CEO &amp; Director of Construction

Elevated's Owner, Michael Beard, will provide guidance and support to the entire project team. Michael is directly involved in the preconstruction effort, but also provides conflict resolution and client relationship management throughout all phases of the project. He started his residential career in 1997 and is dedicated to meeting and exceeding the City's expectations.

## EDUCATION / CERTIFICATIONS

M.S. in Building Construction  
Management, University of Florida  
  
Florida Certified General Contractor  
License #CGC1524869  
  
OSHA 10 Hour Certification  
  
Current First Aid and CPR Training

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors  
  
Builders Association of North  
Central Florida  
  
Commercial Builder Council

## RELEVANT EXPERIENCE

**Azie Johnson: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,239 sf; 3 BR, 1 Bath

**Wilburn Lot 1: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,877sf; 3 BR, 2 Bath

**Wilburn Lot 3: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

**The Caymen Model** (Gainesville, FL)  
Size: 3,639 sf; 3 BR, 3 ½ Bath

**The Buckhorn III Model** (Gainesville, FL)  
Size: 2,450 sf; 3 BR, 2 ½ Bath

**The Sauro Residence; Customized Caymen Model** (Gainesville, FL)  
Size: 4,711 sf; 3 BR + Study, 3 ½ Bath

## MY CORE VALUE


SOLUTIONS  
ORIENTED

Passionate about  
overcoming challenges



## ISHMAEL RENTZ | Director of Operations

Mr. Ishmael Rentz will serve as Director of Operations for your contract. Ishmael is in his 25th year of providing exemplary leadership in designing and building single family residence. He has extensive experience in collaborative solution-based decision making. Constructing hundreds of single-family residence, makes his experience specifically tailored for this contract. His posture of attentive listening allows for each represented stakeholder interest to be injected, blending effortlessly, resulting in desired outcomes respected by all team members. His desire is to ensure each home is executed with above industry standards, with a keen focus on quality, value, and timely completion. His goals align with the City of Gainesville's goal for The Heartwood Neighborhood development.

## EDUCATION / CERTIFICATIONS

B.S. in Business Administration,  
Florida A&M University  
  
B.S. in Construction Management,  
Santa Fe College  
  
Florida Certified General Contractor  
License #CGC1514670  
  
OSHA 10 Hour Certification  
  
Current First Aid and CPR Training

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors  
  
Builders Association of North  
Central Florida  
  
Commercial Builder Council

## RELEVANT EXPERIENCE

**The Ian Model** (Newberry, FL)  
Size: 2,650 sf; 3 BR, 2 Bath

**The Anderson Home** (Gainesville, FL)  
Size: 3,750 sf; 4 BR, 2 ½ Bath

**The Russ Home** (Gainesville, FL)  
Size: 1,996 sf; 3 BR, 2 Bath

**Azie Johnson: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,239 sf; 3 BR, 1 Bath

**Wilburn Lot 1: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,877sf; 3 BR, 2 Bath

**Wilburn Lot 3: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

## MY CORE VALUE



XXXXX

Unrelenting commitment  
to quality and service

## RICHARD KEANE | Project Manager

Mr. Richard Keane will serve as the Project Manager for this contract. With over 20 years of residential construction experience, Richard will be responsible for scheduling, cost controls, subcontractor management and facilitating communication with all project stakeholders. He will manage costs, schedules, risk management, insurance, general work performance and ensure the highest quality. As a leader driven by excellence, Richard is committed to supporting the City of Gainesville's project team and needs.

## EDUCATION / CERTIFICATIONS

Bachelors Architectural Structural Engineering, New York Institute of Technology

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors

Builders Association of North Central Florida

Commercial Builder Council

## RELEVANT EXPERIENCE

**Brice Roberts Residence** (Ocala, FL)  
Size: 18,000 sf; 13 BR, 8 Bath with Elevator and Banquet Hall

**Mary Roberts Residence** (Ocala, FL)  
Size: 6,000 sf; 6 BR, 3 Bath

**Kameron Residence** (South Hampton, NY)  
Size: 7,200 sf; 6 BR, 4 Bath

**Sanders Residence** (South Hampton, NY)  
Size: 2,500 sf; 4 BR, 2 Bath

**Wilburn Lot 1: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,877sf; 3 BR, 2 Bath

**Wilburn Lot 3: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

## MY CORE VALUE

DRIVEN TO  
EXCELLENCEUnrelenting commitment  
to quality and service

## SHAWN MOSS | Superintendent

Mr. Shawn Moss will serve as one of Elevated's Superintendents for this contract. Shawn lends his 20 years of experience to your Heartwood Neighborhood project team, as your eyes on the ground, supervising and coordinating our strategic partners to bring a higher level of quality and service. Driven to excellence, he is recognized for maintaining clean and safe jobsites. He fully understands the need to not just execute an outstanding project, but to always put the needs of homeowner first to ensure a timely, quality home.

## EDUCATION / CERTIFICATIONS

Associate of Art in Business Management, Santa Fe College

OSHA 30 Hour Certification

Current First Aid and CPR Training

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors

Builders Association of North Central Florida

Commercial Builder Council

## RELEVANT EXPERIENCE

**Azie Johnson: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,239 sf; 3 BR, 1 Bath

**Wilburn Lot 1: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,877sf; 3 BR, 2 Bath

**Wilburn Lot 3: Residential Construction Home** (Gainesville, FL)  
Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

**Maple Street Biscuit Company Commercial Build-Out** (Gainesville, FL)  
Project Value: \$350,000

**City of Ocala Construction of Concrete Driveways and Storm Water Facilities at City Parks: Tuscawilla Park, Chazal Park, Turnipseed Park** (Ocala, FL) Project Value: \$186,000

## MY CORE VALUE

DRIVEN TO  
EXCELLENCE

Unrelenting commitment  
to quality and service

## KEITH SMITH | Superintendent



Mr. Keith Smith provides more than 28 years of experience in the general construction industry and will service this contract as another dedicated Superintendent. He will be responsible for overseeing the daily activities in the field as it pertains to supervising all work operations and safety. He is unrelentingly committed to ensuring projects under this contract are always completed on time and to the highest standards.

## EDUCATION / CERTIFICATIONS

High School Diploma,  
Newberry High School

OSHA 10 Hour Certification

Current First Aid and CPR Training

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors

Builders Association of North  
Central Florida

Commercial Builder Council

## RELEVANT EXPERIENCE

**City of Ocala Construction of Concrete Driveways and Storm Water Facilities at City Parks: Tuscawilla Park, Chazal Park, Turnipseed Park (Ocala, FL) Project Value: \$186,000**

**Wilburn Lot 1: Residential Construction Home (Gainesville, FL)**  
Permit Issued: City of Gainesville Building Department  
Size: 1,877sf; 3 BR, 2 Bath

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Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

**Azie Johnson: Residential Construction Home (Gainesville, FL)**  
Permit Issued: City of Gainesville Building Department  
Size: 1,239 sf; 3 BR, 1 Bath

**Maple Street Biscuit Company Commercial Build-Out (Gainesville, FL)**  
Project Value: \$350,000

## MY CORE VALUE

SOLUTIONS  
ORIENTED

Passionate about  
overcoming challenges

## DAWN BEARD | Project Administrator



Mrs. Dawn Beard will proudly serve as Project Administrator for your contract. With over 9 years of experience in business operations management and support, Dawn provides the technical support needed to ensure work is performed per plans and specifications. She will be one of the main points of contact to strategic partners and design teams for submittal tracking, requests for information and request for additional proposals. She is passionate about overcoming challenges and providing a higher level of service to the entire team.

## EDUCATION / CERTIFICATIONS

B.S. in Business Administration,  
Nova Southeastern University

Current First Aid and CPR Training

## PROFESSIONAL SOCIETIES

Associated Builders and Contractors

Builders Association of North  
Central Florida

Commercial Builder Council

## RELEVANT EXPERIENCE

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Permit Issued: City of Gainesville Building Department  
Size: 1,776 sf; 3 BR, 2 Bath

## 4. QUALIFICATIONS OF ELEVATED

*Provide pertinent information about the firm and related experience with similar projects. Indicate what resources (professional and technical) the firm will have available to allocate to a project, if assigned.*

Elevated's strong related experience with similar projects stems from the passion and prior experience of Elevated's founder, Michael Beard. Prior to Elevated, Michael owned ICL Builders Group in Ocala, FL. The firm was sold in 2009 due to the housing crisis, but during it's success, ICL was known for their quality built homes and won the Marion County Parade of Homes in 2007. Now as the owner of Elevated Design and Construction, the firm has the unique experience as both a Commercial and Residential Construction firm.

### Technical and Professional Resources

Our residential department currently has a suite of projects ranging from \$150K to \$1.5M. Our willingness to push the envelope of creativity in design, coupled with our expertise in residential contracting provides a streamlined process for all involved.

Our experience with similar projects has involved innovative construction solutions, commissioning, and coordination with multiple permitting agencies, trade partners, material suppliers, and utility owners – all of the same elements we'll see on your housing projects.

Each member of our proposed team has experience providing the exact scopes of work required for these projects, as well as strong relationships with local trade partners and suppliers, and most importantly, the ability to deliver a project with both quality and a quick-response service, every time.

With the combined experience our team and the resources of our trade partners, we are confident in our abilities to deliver quality and timely homes for the Heartwood neighborhood.

As projects are awarded to Elevated, our full-time Project Manager, Richard Keane, will be responsible for scheduling, cost controls, subcontractor management and facilitating communication with all project stakeholders. He will manage costs, schedules, risk management, insurance, general work performance and ensure the highest quality.

Our residential Superintendents will be responsible for managing the daily field and safety operations. They will supervise, coordinate and monitor all work to exceed your standards for quality. They has extensive experience with residential custom projects of various sizes and levels of difficulty and understand the nuances of working with a public agency.

Our Project Administrator will be in constant contact with the homeowner and City Representative with weekly updates we call "Elevated Insight Reports." These streamlined reports alert staff and clients to next steps, issues, expectations and needs.

A select list of additional projects outlining our team's related experience with similar projects can be found on the following pages.



Related Experience: Buckhorn Living Room

## SELECT PROJECT EXPERIENCE



**AZZIE JOHNSON HOUSE**  
 3 Bedrooms / 1 Bathroom • 1,239 sf  
 2/2020 to 4/2020

Azzie Johnson Residence for COG Housing and Community Development.

This project for the City of Gainesville Housing and Community Development consisted of a ground-up build with a challenging price point and tight timeline to complete; including demolition and removal of an existing residence. The home consisted of a modernized interior with an exterior that blended in with existing residential landscape. Elevated had the advantage of being able to self-perform the concrete scope which saved time on the schedule from the onset. The Johnson Residence had a monolithic slab on grade with 2'X4' framed interior and exterior construction. For this new building, the site required additional tree removal.

This home included upgraded insulation and HVAC systems to increase its energy efficiency. Elevated was also able to leverage the inclusion of multiple projects with its strategic partners to meet the constraints of the budget. Though challenges arose, this project was completed in under 75 days.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed



**WILBURN: LOT 1**  
 3 Bedrooms / 2 Bathrooms • 1,387 sf  
 1/2020 to 3/2020

This project for Wilburn Investment Group consisted of a ground up build with a challenging price point and tight schedule to complete. The home consisted of a contemporary interior with an exterior that blended in with existing residential landscape. Elevated utilized its own crew to self-perform the concrete scope, which saved time and money. The home had a monolithic slab on grade with 2'X4' framed interior and exterior construction. The treescape on the site presented an opportunity for Elevated to show their vast experience on problem solving. The ingenuity of our collective team, prove beneficial as we resolved the situation.

Combined with a second home we were constructing for the investment group, Elevated was also able to gain cost savings through economies of scale. We are proud of our significant accomplishments on this project, from being able to resolve lot issues, lead time issues, and design issues, Elevated complete the project within 75 days, with significant savings to the investment group.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed



**WILBURN: LOT 3**  
 3 Bedrooms / 2 Bathrooms • 1,776 sf  
 1/2020 to 3/2020

This project for Wilburn Investment Group was a wood framed single family residence. The home consisted of a contemporary, yet timeless design. Elevated utilized its in-house concrete team to self-perform the concrete portion of the project, resulting in favorable schedule and budget impacts. The home had a monolithic slab on grade with 2'X4' framed interior and exterior construction. Lot line to lot line issues presented an opportunity for Elevated to show their vast experience in assessing situations, resulting in solutions that were executed flawlessly. The wherewithal, knowledge, and know-how of our collective team, prove the superior services of Elevated Design & Construction.

The investment group, contracted our team to simultaneously build two homes. Per our strength, we leveraged this opportunity to benefit the investment group by utilizing economies of scale, resulting in recognized cost savings and reduced time. We are proud of our significant accomplishments on this project, and are able to resolve both lot and design on time and below budget.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed

## SELECT PROJECT EXPERIENCE



**THE CAYMAN MODEL**  
 3 Bedrooms / 3 ½ Baths • 3,639 sf  
 2008

This stunning design won the 2008 Parade of Homes in Marion County. Although the home required an extra attention to detail due to the integration of it's complex features, it was completed in 5 months; one day before the parade opening.

The Cayman is built on a stemwall with an elevated slab. It was constructed with block exterior walls and wood framed interior. Tray ceiling were included main living spaces with faux paint applied inside.

The space mentioned the most by the judges was the Master Bathroom, which featured a true Garden Tub with glass surrounding 3 sides of Kohlers flagship overflow tub; which was extended into the private bath garden. The curb appeal of the combination of stucco and stackstone was self-performed. This home also included a structured wiring package and a waterfall in the bath garden for added bonus.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed



**THE BUCKHORN MODEL**  
 3 Bedrooms + Study / 2 ½ Baths • 2,450 sf  
 2009

This 2009 spacious open-concept boasted an incredible utilization of space. It was constructed with masonry block on the exterior and wood frame on the interior.

There were some initial undesirable subsurface soil conditions due to the existence of clay. Every portion of this home was constructed with ADA accessibility standards including a roll in shower with grab bars, reduced height electrical switches, lowered door hardware, ADA toilets.

During the construction process, the accessibility was consistently approved by the homeowner at every stage of implementation. As a change order, the residence included a whole house generator with an automatic transfer switch.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed



**THE SAURO RESIDENCE**  
 3 Bedrooms + Study / 3 ½ Baths • 4,711 sf  
 2010

In 2010, The Sauro's were smitten with the Cayman Model after seeing in the parade a few years prior. They wanted to modify the home to include a 2 car, drive-thru garage and an upstairs. We were able to easily accommodate their custom needs and to add a second story for an office and extra bedroom. With block construction on the exterior and framing on the interior, the project was very similar to the model except for the HVAC system and the rear patio.

The HVAC scope was Geothermal Heating and Cooling system. In that system, an electrically powered heat pump cycles water through long loops of underground piping. It is though this process that heat is transferred from ambient air in the building to the ground and vice versa. The challenge was fitting the underground piping into an already tight lot limitation. The project is the kind of challenge we welcome as "solution oriented" is one of our core values.

✓ Single-Family Home Construction

✓ Same Proposed Team Members

✓ Experience Working with Multiple Stakeholders

✓ Similar Scopes of Work Performed



**SAMPLE**  
**CONSTRUCTION**  
**AGREEMENT**

for \_\_\_\_\_

*A Higher Level of Quality and Service*



2441 NW 43rd Street, Suite 5C  
 Gainesville Florida 32606  
 Phone: (352) 872-5994

## Construction Agreement

We at Elevated Design and Construction, LLC. would like to first offer our thanks to you for giving us the opportunity to bid your new project. We hope that you will find this proposal to be thorough and clearly communicate the terms of our forthcoming relationship. Should you find that any part of this contract needs to be altered to better suit your needs, please do not hesitate to contact us before proceeding with acceptance.

### Proposal for Construction of:

**something to be built**

Date of Agreement:

This Agreement is by and between the parties: Elevated Design and Construction, LLC. (here after referred to as "Builder", "Seller" and "Contractor") whose offices are located at: 5080 W. Newberry Road Ste. 2A, Gainesville, FL 32607 and:

#### Buyer Information:

Customer Name (Buyer):  
 Customer Address:  
 Social Security Number:  
 Driver's License #:

Home #  
 His Mobile #  
 Her Mobile #  
 Fax #  
 Email Address:

#### Lender / Escrow Agent Information:

Name:  
 Company:  
 Title:  
 Address:

Office#  
 Mobile #  
 Fax #  
 Email Address:

#### Location of Proposed Construction Project:

Address (or P.I.D. #): 1234 S.E. 56th Terrace, Anytown, Florida 78910

#### Project Scope:

Seller and Buyer agree to be bound by the following: Seller agrees to construct a \_\_\_\_\_ on the owner's property according to the customer accepted signed plans and specifications attached hereto. Construction general description is as follows: \_\_\_\_\_ exterior and interior finishes to complete the structure for immediate occupancy as deemed fit by the Marion County Building Department officials, the Specified Building Code, and in accordance with the plans and specifications herein.

#### PAGE INDEX

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[2 Title Page: Project Scope](#)  
[3 Lien Law](#)  
[4 Florida Homeowners' Recovery Fund & Construction Commencement](#)  
[5 Terms \(Definitions: Work\)](#)  
[6 Terms \(Payment, Construction and Completion\)](#)  
[7 Terms \(Performance of Work, Owners Animals\)](#)  
[8 Terms \(Schedule, Septic, Interference, Color Selection, Other Items\)](#)  
[9 Terms \(Other Items continued, warranties\)](#)  
[10 Terms \(Default and Remedies, Miscellaneous\)](#)  
[11 Terms \(Miscellaneous continued\)](#)  
[12 Terms \(Miscellaneous continued\)](#)  
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[20 Allowance Management](#)  
[21 Insulation Disclosure Statement](#)  
[22 Notice to Proceed](#)

#### CUSTOMER CONTRACT ACCEPTANCE

By signing below I / We do hereby accept the terms and conditions of this Construction Agreement.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_  
 (Client Authorized Representative and Responsible Party)

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Elevated Design and Construction, LLC. \_\_\_\_\_ Date \_\_\_\_\_  
**Michael Beard**  
 State License #: CGC1524869



## Lien Law Notification

The 2003 Florida Legislature mandated that a specific warning be included in any direct contract between a Buyer and a Builder on certain construction projects:

**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.**

As per the above, State of Florida Lien Law mandates it is not uncommon for some of our subcontractors or suppliers to send a "Notice to Owner; Intent To Lien" form to the Buyer. We understand that you may be alarmed by this, but please remember that this is not a lien, only an instrument that is required for their protection in the event they wish to file a lien in the future. It is required that the Subcontractor or Material Supplier that issues a copy of the "Notice To Owner" (or "Notice to Contractor") send a copy to our office as well, but that doesn't always happen. Should you receive a "Notice to Owner" please fax, mail or drop off a copy to our office so we then in turn may provide you with a "Waiver of Lien" from the subcontractor or supplier thereafter. A "Waiver of Lien" then relinquishes the subcontractors or material suppliers lien rights and protects you against any future liens from them. In addition, your lender will require copies of the lien waivers prior to final closing.

Customer Int. \_\_\_\_\_

Page 3



### Florida Homeowners' Construction Recovery Fund Notification

Florida Statute 489.1425 (2006) Requires that agreements in excess of \$2,500.00 with state licensed General, Building, and Residential Contractors for repair, restoration, improvement, or construction to residential real property must contain a written statement explaining the consumer's rights under the recovery fund, and must be written substantially in the following form:

**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 Recovery Fund, 1940 North Monroe Street, Suite 42, Tallahassee, FL. 32399 telephone: (850) 921-6593.**

Elevated Design and Construction, LLC is a State of Florida Limited Liability Company existing for the purpose of Various Contracting and Construction functions. The business is officially qualified by State of Florida Certified Building Contractor Michael Beard (license #CGC1524869 Active and Current)

### Construction Commencement

Upon receipt of initial deposit as identified on the Draw Schedule Page #16, and authorized owner signature acceptance on Page 2, Contractor agrees to proceed as directed below. Sign ONE option only.

#### Option #1:

##### Construction Commencement Approval by Owner:

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

No lender involved; owner financing; proceed with pre-construction tasks, permitting & construction without delay, Owner and Builder agree to the terms and conditions of the Construction Escrow Agreement (attached).

#### Option #2:

##### Proceed with Pre-Construction / Construction Contingent upon Lender approval

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor shall proceed with pre-construction tasks as described below\*, BUT SHALL NOT commence with construction without receiving an Owner / Lender Notice to Proceed\*\* in writing to be delivered to the contractor upon lender approval / closing, but prior to contract expiration date as described at bottom of Purchase Price Page 15. In the event of owner cancellation, Owner agrees to accept a refund of deposit monies less Contractor expenses for pre-construction tasks completed as described below.

#### Option #3:

##### Subsequent Lender Approval Required:

Buyer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor SHALL NOT PROCEED with any preconstruction tasks as described below\* nor with any construction without receiving an Owner / Lender Notice to Proceed\*\* in writing to be delivered to the contractor at a later date, but prior to contract expiration date as described at bottom of Purchase Price Page 15. In the event of owner cancellation due to loan denial / failure, Contractor agrees to refund deposit in full.

\*Pre-construction tasks may or may not include: Architectural Review Board submittals, building plan production, roof truss engineering, property surveys, soil testing, collection of materials required for permitting submittal, and permit submittal, etc.

\*\*See page 22 for Notice to Proceed form.

Customers Ints: \_\_\_\_\_

Page 4



## Contract Terms

### 1.) Definitions.

In addition to the terms defined in the Main Contract, the following terms shall have the following meanings:

- 1.1 **"Allowance"** - Shall refer to a maximum amount of money for labor and materials included in the construction budget for each allowance item listed. It is the responsibility of the Buyer to pay for allowance overages. Allowance overages are subject to additional Builders Fee.
- 1.2 **"Agreement" or "Construction Agreement"** - The following: (a) the Construction Agreement herein as it may from time to time be amended or supplemented pursuant to its terms and provisions, and all exhibits hereto; (b) the Plans; (c) the Specifications; and (d) all addenda, amendments and change orders executed by the parties hereto.
- 1.3 **"Total Price"** - The total amount to be paid by Owner to Contractor for the Work as set forth in the Main Contract.
- 1.4 **"Plans"** - The Drawings and Plans completed specifically for this project, showing the character and scope of the Work, as may be modified by other provisions of this Contract. .
- 1.5 **"Property"** - The real property upon which the Work is to be conducted.
- 1.6 **"Structure"** - The single family residence or building to be constructed pursuant to this Contract or the existing residence or building to which the contractor is performing work within or attached to in the case of remodeling or room addition projects.
- 1.7 **"Specifications"** - The written description of materials, equipment, construction systems, standards and workmanship as applied to the Work and administrative details applicable thereto, as set forth in the Main Contract.
- 1.8 **"Substantial Completion"** - The Work in a condition of completion sufficient for Owner to obtain a Certificate of Occupancy from the applicable governmental agency, without any qualification or requirement to be met at a later date, and the issuance of such a Certificate of Occupancy by such Governmental Agency.
- 1.9 **"Work"** - The construction of a new structure, remodel, renovation, or addition to existing structure, in accordance with the Plans and Specifications and as otherwise required by this Contract, and includes all labor necessary to perform such construction and all materials, equipment, and other items incorporated, or to be incorporated, in such construction, or otherwise necessary for the proper execution and completion of the Work.

### 2.) Work.

Contractor agrees to furnish all Work in accordance with the Plans and Specifications and as otherwise requested by this Contract, on the Property.

### 3.) Payment.

#### 3.1 Draw Schedule.

Owner shall pay or cause payment to be made for all draw requests pursuant to the Draw Schedule as set forth on page 16, within ten business days after a request is delivered by Contractor to Owner or Escrow Agent. All payments due and unpaid 14 business days after such delivery shall be subject to a late charge equal to 18.00% per annum (1.5% per month). Further, Contractor may, while Owner is in default, suspend further Work on the project until the account has been made current.

Customer Signature \_\_\_\_\_

Page 5



## Contract Terms

### 3.2 Final Payment.

3.2.1. Upon Substantial Completion, Owner shall pay or cause payment to be made of the final draw payment to Contractor as per draw schedule on page 16.

3.2.2. Upon Contractor's completion of any valid punchlist items as identified and itemized during the Pre-Closing Orientation Walk-Through process, Owner shall pay or cause payment to be made of the Punch Draw payment to Contractor as per draw schedule on page 16.

### 3.3 Effect of Payment.

Payments made under this Contract shall not constitute acceptance of Contractor's Work or affect Contractor's warranties hereunder.

## 4.) Construction and Completion.

### 4.1 Site Conditions.

Due to the wide variety of soil conditions in Florida, the Contractor does not guarantee subsurface conditions of the building site. Including Any subsurface remediation work added via allowance or additional feature within this agreement. Soil and subsoil testing prior to construction is the responsibility of the Owner, as is any and all expense incurred to correct any adverse situation discovered during soil testing. Additionally, (a) Owner hereby agrees to indemnify and hold harmless Contractor, due to adverse soil or subsurface conditions which may be discovered prior to, during, or after completion of the Work; and (b) Owner expressly assumes the risk of any and all loss or damage to the Property caused by soil or subsurface conditions.

### 4.2 Approvals, Easement and Permits.

Contractor shall secure all necessary permits and approvals required for the Work including, without limitation, the building permit and certificate of occupancy.

### 4.3 Insurance.

Contractor shall endeavor to procure from all subcontractors a current General Liability Insurance Certificate and a certificate of insurance showing that they have complied with Florida Workers Compensation laws. Contractor will supply General Liability Insurance and Worker's Compensation Insurances for Contractor's employees as required by law. Contractor will supply "Builders Risk Insurance" and be responsible for any deductible to cover fire, windstorm and/or vandalism. The Buyer will not hold the Contractor responsible for items left or stolen on site. "Builders Risk Insurance" is somewhat limited in scope; therefore, it is recommended the Buyer obtain insurance for buyer protection of items not covered by Contractor's "Builders Risk Insurance". Contractor is not responsible for hazards which are not the Contractor's or the Contractor's insurance company's contractual responsibility. Buyer is solely responsible for any claim(s) arising out of this jobsite and the ownership of the property, including injury to persons other than those described in this paragraph.

### 4.4 Performance of Work.

4.4.1 Control of the Work. Contractor shall supervise and direct the Work, using their best skills and attention. Contractor shall be fully responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.4.2. Payment for Labor and Materials. Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment, machinery, transportation, and other facilities and services necessary for the proper execution and completion of the Work, except where other provisions of this Contract require Owner or Buyer to pay for such items. Contractor will not permit any construction liens to be filed against the Property by subcontractors or materialmen, unless Owner is in default in payment to Contractor. If any subcontractor or materialman files any construction lien, Contractor will, within ten (10) days of notice from Owner, (a) cause such lien to be cancelled and discharged or (b) post a bond to transfer such lien to security.

Customer Signature \_\_\_\_\_

Page 6



## Contract Terms

**4.4.3. Standard of Work.** Contractor shall perform the Work in a thorough and workmanlike manner, according to accepted standards of the trade and pursuant to Residential Construction Performance Guidelines Fifth Edition published by the National Association of Home Builders 2015.

**4.4.4. Compliance with Construction Laws and Regulations.** Contractor shall comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities related to the performance of the Work.

**4.4.5. Change Orders.** Any changes in the contract, plans or specifications shall be executed in writing and signed by all parties. Contractor reserves the right to add a builders fee to the total cost of change order items. Change Order payments are due at the time of Change Order acceptance. Unpaid Change Orders beyond 14 business days shall be subject to a late charge equal to 18.00% per annum (1.5% per month). Further, Contractor may, while Owner is in default, suspend further Work on the project until the account is made current. Change Orders are also used to reconcile allowances throughout construction.

**4.4.6. Subcontractors.**

- a. The Contractor shall have the sole obligation and responsibility of hiring any and all subcontractors to perform all or any portions of the Work and all suppliers to provide materials in connection with the Work.
- b. Contractor may, in its sole discretion, preclude Owner or any other person selected by Owner from performing any portion of the Work or supplying any materials in connection therewith. In the event Contractor allows Owner to use unapproved materials or subcontractors, Contractor will not warranty the product or service.
- c. All subcontractors working directly for Owner must supply Contractor with proof of adequate General Liability insurance, Workers Compensation Insurance, and licenses that equal to or surpass the performance coverage minimum standards identified in the builders Vendor Packet before commencing work.

**4.5. Owner's Animals.**

Although Contractor shall use reasonable efforts to keep Owner's animals safe and away from the Work, Contractor is not an insurer of such requirements.

**4.6. Construction Schedule**

**4.6.1.** Contractor shall commence with construction as directed on Page (4) and continue until the scope of the work is complete while, recognizing weekends and nationally recognized holidays.

**4.6.2** Construction progress shall only be delayed by: (a) any delay caused by Owner having breached this Contract or delayed the progress of the Work, including failure to make selections pursuant to paragraph 4.9; (b) any delay caused by Acts of God or circumstances beyond Contractor's control and recognized as constituting impossibility of performance under Florida law; (c) any delay by Owner in making payments as required by paragraph 3.1; (d) delayed availability of materials and/or labor beyond the Contractors control; (e) any delay caused by Owner's use of the Property for events that conflict with the natural progress of construction; or (e) as otherwise set forth in this Contract.

Customer Signature \_\_\_\_\_

Page 7



## Contract Terms

- 4.7 Septic System.  
On all lots requiring septic tanks and drain fields, the cost for percolation test (s) septic tank and drain fields shall be paid by the Contractor. However, should the percolation test indicate poor soil conditions and the local Health Department require any stipulations beyond standard septic installation procedures, the cost of these stipulations shall be the sole responsibility of the Owner. All lots with normal soil conditions will receive standard septic systems as dictated by the local Health Department.
- 4.8 No Interference.  
4.8.1 Owner shall in no way interfere with construction, workmen or agents of Contractor staff or subcontractors. All discussions regarding modification, additions, deletions or disputes shall be conducted between Owner and Contractor or Contractor's designated representative only. BUYERS HEREBY AGREE THAT THEY ARE NOT TO BE ON JOB SITE DURING WORKING HOURS OR AT ANY TIME WORK IS IN PROCESS, UNLESS ACCOMPANIED BY A SUPERINTENDENT OF THE CONTRACTOR. The foregoing sentence shall not preclude Owner from residing in the existing or any other residence currently located on the Property and engaging in related activities on the Property. Owner agrees to hold Contractor harmless for injury which may occur on the jobsite as a result of the Owner's or guest's presence on the jobsite. No children are permitted on the jobsite at any time.
- 4.8.2 Should an Owner or Buyer's representative make requests from the Builder that results in additional clerical documentation, on-site meetings, or other items for which the Builder incurs additional costs beyond the typical internal processes, the Builder reserves the right to charge Buyer additional clerical fees to be charged at \$65 per hour plus expenses. Such requests may include, but not be limited to: Process of AIA documents, Material Safety Data Sheets, special accounting procedures, coordination with third party professionals such as architects, engineers, interior designers, decorators, accountants, legal counsel, financial institution representatives, etc..
- 4.9 Selection of Colors and Other Items.  
4.9.1 Shortly after contract acceptance Buyer will be contacted by a member of the builder's staff to begin final color selection process. Color Selections include but are not limited to: Interior and exterior paint colors, cabinetry & countertops, flooring products, wall tile, plumbing fixtures, Electrical fixtures, roofing colors etc..
- 4.9.2 Color coordination with an owner-contracted third party such as an interior decorator or interior designer is permitted, but may result in additional fees from the Builder.
- 4.9.3 Buyer shall make all selections within the time frames reasonably requested by the color coordinator. Delays in selection decisions will have a negative impact on the completion of construction for which the builder will not be held responsible.
- 4.9.4 In the event that a selection becomes unavailable or is discontinued, Elevated Design and Construction, LLC. reserves the right to make substitutions for the item or items that are unavailable. Every effort will be made to match Buyer's original selection as closely as possible.
- 4.9.5 Natural products incorporated into construction of this project such as wood, granite and stone, etc. vary in pattern and color consistency. As such, Builder cannot be an insurer of color or pattern consistency in these products. (see Construction Acknowledgement page 18 for more information.)

Customer Signature \_\_\_\_\_

Page 8



## Contract Terms

**4.10 Owner Financing.**

All Work will be Owner-financed. Buyer assumes financial responsibility for all construction loan expenses, including (but not limited to) construction loan interest, commitment fees, rate lock-in, extension fees, title update fees, real estate taxes during the construction period and other financing charges incurred during the construction period.

**4.11 Pre-Closing Orientation Walk-Through.**

At or shortly before Substantial Completion, Owner and a ProHome Warranty Management Service representative shall conduct a Preclosing Orientation Walk-Through of the home and the property on which it is located. See page 1 in "The Builders Limited Warranty PHI 15.4" as published by ProHome Warranty Management Services" for additional information.

**5.) Warranties.**

**5.1 Limited Warranty.**

The Contractor warrants to the owner the work performed and product completed as per the terms and conditions outlined in the supplemental document titled "The Builders Limited Warranty PHI 16.5" as published by ProHome Warranty Management Services. This document shall be delivered to the Owner and deemed accepted in its entirety by the owner upon commencement of this Construction Agreement.

**5.2 Reference.**

For warranty coverage and conditions, refer to page 21 of the ProHome "The Builders Limited Home Warranty PHI 16.5" publication. Where a specific warranty standard is not defined within that document, the guidelines found in the publication Residential Construction Performance Guidelines for Professional Builders and Remodelers, 5th Edition, published by the National Association of Home Builders (NAHB), 2015, will apply.

**5.3 Warranty Service.**

All Warranty Claims shall be registered by owner directly to ProHome as per the directions outlined with "The Builders Limited Warranty PHI 16.5" as published by ProHome Warranty Management Services. See Page 7.

**5.4 Emergency Service.**

Emergency Service requests shall be processed by owner directly to ProHome as outlined on page 19 in "The Builders Limited Warranty PHI 16.5" as published by ProHome Warranty Management Services. The Owner shall NOT CALL THE BUILDER, OR ANY SUBCONTRACTORS DIRECTLY.

**ProHome 24 Hour Service  
1-800-657-0209**

**5.5 Warranty Term.**

The Contractor Warranty term shall adhere to the coverage and Conditions as outlined on page 21 in "The Builders Limited Warranty PHI 16.5" as published by ProHome Warranty Management Services".

**5.6 Appliance Warranty.**

All Manufactured Appliances installed, delivered or supplied as part of this Construction Agreement are warranted solely by their manufacturers. Owner shall complete and submit all appliances warranty registration processes as directed by each appliance manufacturer. See page 21 in "The Builders Limited Warranty PHI 16.5" as published by ProHome Warranty Management Services" for additional information.

Customer Signature \_\_\_\_\_

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## Contract Terms

### 6.) Miscellaneous.

- 6.1 Time.  
TIME IS OF THE ESSENCE OF THIS CONTRACT, unless otherwise provided herein.
- 6.2 Choice of Law.  
All claims or disputes under this contract shall be governed by the laws of the State of Florida.
- 6.3 Attorney's Fees.  
If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges billed by the attorney to the prevailing party.
- 6.4 Jurisdiction and Venue.  
The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court or the right to bring an action or proceeding in any other court. Service of any court paper may be affected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
- 6.5 Assignment.  
Neither party may assign this Contract in whole or in part without the prior written consent of the other party which may be granted or conditioned in such other party's sole and absolute discretion. This paragraph shall not preclude Contractor from retaining subcontractors to perform portions of the Work to be performed hereunder.
- 6.6 Successors and Assigns.  
Owner and Contractor each bind themselves, their partners, heirs, personal representatives, successors and permitted assigns to the other with regard to all covenants, agreements, rights and obligations contained herein.
- 6.7 Typewritten or Handwritten Provisions.  
Typewritten or handwritten provisions, riders and addenda, shall control over all printed provisions of this Contract in conflict with them.
- 6.8 Severability of Illegal Provisions.  
Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
- 6.9 Captions and Titles.  
The captions and titles of the sections and paragraphs in this Contract are intended for ease of reference only and shall in no way define, limit, alter, or have effect upon the scope, meaning or intent of this Contract or any part hereof.

Customer Signature \_\_\_\_\_

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## Contract Terms

- 6.10 Notice.  
 6.10.1 All notices, requests, consents and other communications required or permitted under this Contract shall be in writing (including text, email or faxed communication) and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, faxed, or mailed, texted or emailed addressed as set forth in the Main Contract or such other addresses as any party may designate by notice complying with the terms of this paragraph:
- 6.10.2 Each such notice shall be deemed delivered:
- a. On the date delivered or received at builder's office or electronic device;
  - b. On the date of facsimile / electronic transmission if by such process; or
  - c. If the notice is mailed, on the earlier of: (a) the date upon which a Return Receipt is signed; (b) the date upon which delivery is refused; (c) the date upon which notice is designated by the postal authorities as not delivered; or (d) the third business day after mailing.
  - d. Notwithstanding the foregoing, service by personal delivery delivered, or by facsimile sent, after 5:00 p.m. shall be deemed to have been made on the next day that is not a Saturday, Sunday or legal holiday.
- 6.10.3 If a notice is delivered by multiple means, the notice shall be deemed delivered upon the earliest date determined in accordance with the preceding subparagraph.
- 6.10.4 If the above provisions require notice to be delivered to more than one person (including a copy), the notice shall be deemed delivered to all such persons on the earliest date it is delivered to any of such persons.
- 6.11 Amendment.  
 No amendment to this Agreement shall be effective except those agreed to in writing and signed by both of the parties to this Agreement.
- 6.12 Waiver.  
 A failure to assert any rights or remedies available to a party under the terms of this Agreement shall not be deemed a waiver of such rights or remedies, and a waiver of the right to remedies available to a party by a course of dealing or otherwise shall not be deemed to be a waiver of any other right or remedy under this Agreement, unless such waiver of such right or remedy is contained in a writing signed by the party alleged to have waived his other rights or remedies.
- 6.13 Language.  
 Whenever used in this Agreement, the singular number shall include the plural, the plural number shall include the singular, and the use of any gender shall include all genders where the context permits.
- 6.14 Exhibits.  
 Any exhibits attached to this Agreement shall, by this reference, be incorporated into this Agreement.
- 6.15 JURY WAIVER.  
 IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

Customer Signature \_\_\_\_\_

Page 11



## Contract Terms

- 6.15 Remedies.  
No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
- 6.16 Contractor's Remedies.  
Upon a default by Owner, and except as may otherwise be limited or provided for in this Contract, Contractor may:
- 6.16.1 Suspend performance hereunder until the default is corrected;
  - 6.16.2 Terminate this Contract and recover from Owner payment for all Work completed, lost profits, and for any proven loss sustained upon any materials, equipment, tools and construction equipment and machinery; or
  - 6.16.3 Pursue all other remedies available at law or equity.
- 6.17 Escalation Clause.  
The Contract Total listed on Page 15 is based on current material costs without margin for fluctuations in the price of the materials. Should there be an increase in the price of materials purchased after execution of this contract for use in the construction of this project, the Buyer agrees to pay this cost increase to the Contractor in order to avoid inequities. Any claim by the Contractor for payment of a cost increase shall require written notice from the Contractor to the Owner stating both the increased cost and the source of supply and be supported by invoices or bills of sale.
- 6.18 Discrepancies and Order of Preference.  
The terms of this Agreement include conditions of this Agreement and, by reference, the provisions in other documents (attachments) described within. The terms of this Agreement prevail over any conflicting provisions in the documents incorporated by reference. In the case of difference, discrepancy between, or ambiguity in the plans and specifications, the parties agree that the specifications shall govern. Excepting only when modified by the writing and authorized execution of a valid Change Order.
- 6.19 Construction Defects.  
ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES."
- 6.20 Termination for Convenience.  
Owner may at any time and for any reason terminate Contractor's services and work at Owner's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by this contract and approved by Owner; (3) plus twelve percent (12%) of the cost of the work for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

Customer Signature \_\_\_\_\_

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### Property Information

**I/WE (THE BUYER) DO HEREBY AGREE TO PROVIDE THE FOLLOWING DOCUMENTS AND AGREE THAT I/WE HAVE REVIEWED THE FOLLOWING INFORMATION FOR**

Please initial next to each item as reviewed and approved

\_\_\_\_\_ 1.) Septic \_\_\_\_\_ Sewer \_\_\_\_\_  
 \_\_\_\_\_ 2.) Well \_\_\_\_\_ Central Water \_\_\_\_\_  
 \_\_\_\_\_ 3.) Underground Power \_\_\_\_\_ Overhead Power \_\_\_\_\_

**I/We (the Buyer) agree to Provide Contractor with the following Documents**

\_\_\_\_\_ 4.) Recorded Copy of the Warranty Deed  
 \_\_\_\_\_ 5.) Copy of Community Deed Restrictions if applicable  
 \_\_\_\_\_ 6.) Copy of Buyer's valid Drivers License

**I/We (the Buyer) acknowledge it is our responsibility to contact the following service companies to arrange for permanent activation of the following services. Further, I/We (the Buyer) acknowledge that these companies may charge additional fees for wiring either underground or overhead to the proposed structure and as such, any fees are the Buyer's direct responsibility.**

\_\_\_\_\_ 7.) Power Company \_\_\_\_\_  
 \_\_\_\_\_ 8.) Phone Company \_\_\_\_\_  
 \_\_\_\_\_ 9.) Cable T.V. / ISP \_\_\_\_\_

\_\_\_\_\_ 10.) **I/We (the Buyer) agree to allow the use of electricity from the existing house by Contractor and it's affiliates for the construction of this project at no reimbursement to the Buyer during and throughout construction.**

Elevated Design and Construction  
**Construction Specifications**

0

<u>Drafting &amp; Engineering</u>	Hurricane resistant designed for 140 MPH wind zone (2017 FBCR 6th edition)
<u>Surveying</u>	None Included - By Owner
<u>Soil Testing</u>	Standard Septic / Drainfield testing completed by Marion County Health Dept.
<u>Permitting &amp; Inspections</u>	Building authority permitting application and construction inspections
<u>Impact Fees</u>	* IMPACT FEE - VARIES BASED ON SQ. FTG. OF HOME
<u>Interior Decorating / Color Selection</u>	None Included - Color selection by owner.
<u>Builders Risk Insurance</u>	Insurance to cover project while under construction
<u>Job Site Security / Containment</u>	None Included
<u>Dumpster</u>	20 Cu. Yard Construction Dumpster for waste
<u>Port-a-potty</u>	Job site toilet & service
<u>Temp Power</u>	Temporary power pole installation & monthly usage for job site power
<u>Site Prep / Clearing</u>	Grubbing, tree removal, clearing
<u>Fill Dirt</u>	Clean compacted fill dirt to 95% modified proctor
<u>Termite treatment / Pest Control</u>	Provide "Sentricon Always Active" exterior perimeter termite baiting / treatment system, Bora Care borate based termiticide up to 3' above finish floor in bath / wet areas & Taexx "Tubes in the Wall" Pest Control System by Pest Defense.
<u>Foundation Slab</u>	16" X 20" Monolithic footing w/ 3,000 P.S.I. concrete reinforced with (3) #5 continuous rebar (staggered chair); 4" 3,000 P.S.I. concrete slab reinforced with 6"X6" 10/10 W.W.M. over visqueen moisture barrier
<u>Plumbing</u>	Plumbing pipes & labor for ( ) bath home as per plans; ( ) shower head(s) in master bath; ( ) hose bibs, ( ) ice maker box(es), 3/4" PVC water connection up to 50' from house; 4" DWV sewer connection up to 10' from house, supply lines run overhead through attic space; installation of fixtures included
<u>Plumbing Fixtures</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Gas Contractor</u>	Natural or L.P. Gas Piping (if gas appliances are selected)
<u>Septic</u>	None Included
<u>Well</u>	1 1/2" H.P. submersible well and control box; 100' deep 4" black iron well casing, 4" drive shoe, PC 66 bladder tank, 1" cycle stop valve. 63' 1 1/4" galvanized pipe & 12/4 submersible wire
<u>Masonry</u>	Concrete block walls reinforced with solid concrete filled cells w/ continuous #5 rebar as per plan
<u>Framing</u>	Interior wood framed walls (studs 16" o.c.); set roof trusses, install roof sheathing; wood backing for curtain rods & ceiling fans.
<u>Trusses</u>	Pre-Engineered Roof trusses 140 MPH design load; slope as per plan
<u>Roofing</u>	30 year dimensional asphalt roof shingles over synthetic roof underlayment (vapor barrier); self adhering flashing at valleys; aluminum ridge vent
<u>Exterior Doors &amp; OHDs</u>	Front door allowance is based on proposal from Dated: See Purchase Price (Page 15); Other exterior doors included in base price include: Fiberglass exterior personnel doors; Insulated steel raised panel overhead garage door.
<u>Windows</u>	MI Brand, 3540 Series, white vinyl frame, single hung windows w/ insect screen over operable sash; insulated glass aluminum frame sliding glass doors
<u>Window Sills</u>	Carrara white / grey marble window sills
<u>Fascia, Soffits &amp; Exterior Ceilings</u>	6" Aluminum fascia w/ aluminum drip edge; ventilated aluminum soffit, non-vented vinyl on exterior ceilings
<u>Electrical</u>	200 AMP electrical service, underground electrical meter (connection not included), copper wiring throughout, smoke alarms, door chime, garage door opener prewire, decora light switches, switches, outlets as per plan; ( ) 4" recessed & ( ) 6" recessed can lights w/ LED lamps; ( ) 2' & ( ) 4' 2-lamp fluorescent wraps; wiring & hook up for HVAC system up to 60 amp for condenser and air handler; well circuit & connection.
<u>Electrical Fixtures</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Low Voltage: Security System</u>	None Included
<u>Low Voltage: Structured Wiring / A.V.</u>	None Included
<u>HVAC &amp; Mechanical</u>	? Ton Trane XR 14 SEER heat pump split system w/ 10KW auxiliary heat strip, programmable digital thermostat, externally vented range hood, exhaust fans in all baths as per plan
<u>Insulation</u>	R-30 Batt (or blown) insulation over air conditioned spaces, rigid board insulation on outer walls, R-11 Fiberglass insulation in frame walls, poly foam expansive sealer around windows & doors
<u>Drywall</u>	1/2" gypsum drywall on interior walls w/ medium knock-down or "orange peel" texture; ceiling rated drywall on ceilings w/ medium knock-down or "orange peel" texture, hardie-backer or dens shield in bathing areas. Drywall corners: square
<u>Stucco / Siding</u>	Textured Portland Cement Based Plaster finish over exterior walls, decorative high density foam accents as per plans.
<u>Stone / Brick</u>	None Included
<u>Interior Trim</u>	5 1/4" tall colonial base board, colonial trim around doors, 5 1/4" crown molding?, pull down staircase? Other?
<u>Interior Doors</u>	2 panel carrara style; hollow core; split jamb masonite interior doors
<u>Door Hardware</u>	Dead-bolt security locks on all exterior doors, lever lock handle sets.
<u>Painting</u>	Sherwin Williams Paints; Interior: SW Master Hide on ceilings (flat finish); SW Property Solutions on walls (flat finish); SW Pro Industrial Pre-catalyzed Water Based Epoxy on trim and doors (semi-gloss); Includes (3) colors inside; Exterior: SW A100 (satin finish); (2) colors outside
<u>Cabinetry</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Countertops</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Tile Work (Walls)</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Floor Covering</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Appliances</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Sod &amp; Landscaping</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Irrigation</u>	Allowance based on proposal from (Vendor Name) Quote#: dated: ??/??/18
<u>Finish Grading / Fill</u>	Provide fill dirt and final grading for driveway, sod, & landscaping
<u>Driveway / Sidewalks</u>	Sq. ft. of 3,000 P.S.I. concrete reinforced with 6"X6" 10/10 w.w.m. including saw cut expansion joints
<u>Shelving</u>	Vinyl coated wire shelving (as shown on plans); close-mesh shelves in pantry; continuous rod for clothes.
<u>Mirrors</u>	42" tall, length of vanity in each bath
<u>Accessories (T.P. Holder, Towel Bars)</u>	Beveled mirrored medicine cabinet; builder will install owner-provided bath accessories such as toilet paper holder, towel bars, robe hooks, etc. (up to (4) per bath). Glass Shower Enclosure?
<u>Construction Cleaning</u>	Job site cleaning, final cleaning
<u>Misc. Expenses / Contingency</u>	None Included
<u>Administrative Overhead</u>	Job Related Overhead Expenses: Blower Door Test, Job Signage, Permit box, Fuel, Construction Management, Construction Scheduler, Office / Clerical, Bookkeeping, Indirect Overhead: rent, mortgage, electric, insurance, subscriptions, licensing, phones, etc...
<u>Warranty</u>	Builders Limited Warranty as defined in PHI 16.5 (attached); (1) Year - 24 hour Warranty Servicing shall be provided by ProHome Warranty Management Services.

These specifications were last updated \_\_\_\_\_ and may be altered without written notice at the discretion of Elevated Design and Construction, LLC.  
 Any additional interior décor such as window treatments, furniture, wallpaper, ceiling fans, etc. are not supplied, installed or warranted by Elevated Design and Construction, LLC.

Buyer Signature \_\_\_\_\_

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### Purchase Price

0

<b>Base Structure Cost:</b>		<b>\$26,503.00</b>
<b>ALLOWANCES:</b>		
Surveying		\$0.00
Soil Testing		\$0.00
Impact Fees		\$0.00
Site Prep / Clearing		\$0.00
Fill Dirt		\$1,800.00
Plumbing Fixtures	Based on Proposal from	\$0.00
Septic / Sewer Connection		\$0.00
Well / Water Connection		\$0.00
Front Door		\$0.00
Electrical Fixtures		\$0.00
Cabinetry	Based on Proposal from	\$0.00
Countertops	Based on Proposal from	\$0.00
Tile Work (Walls)	Based on Proposal from	\$0.00
Floor Covering	Based on Proposal from	\$0.00
Appliances	Based on Proposal from	\$0.00
Sod & Landscaping		\$0.00
Irrigation		\$0.00
Finish Grading / Fill		\$0.00
Driveway / Sidewalks		\$0.00
<b>Allowance Total:</b>		<b>\$1,800.00</b>
Additional Features Total (see page 17 for breakdown)		\$0.00
<b>Total Price:</b>		<b>\$28,303.00</b>

Due to unfortunate and significant rising costs in the concrete and steel industries, this Agreement offer expires 30 days from the date listed on page one.

Customer Signature \_\_\_\_\_



### Draw Schedule

<b>Inception Deposit .....</b>	<b>5% of total price -</b>	<b>\$1,415.15</b>
Due at signing and acceptance of Construction Agreement		
<b>Slab Draw.....</b>	<b>30% of total price-</b>	<b>\$8,490.90</b>
Site / Prep / Clearing completed		
Concrete footings complete		
Foundation walls installed		
Rough plumbing installed		
Slab filled		
Slab poured		
<b>Dry-in Draw.....</b>	<b>30% of total price -</b>	<b>\$8,490.90</b>
Exterior walls erected		
Roof trusses installed		
Roof sheathing installed and dried in		
Interior walls erected		
<b>Drywall Draw.....</b>	<b>25% of total price-</b>	<b>\$7,075.75</b>
Rough electric		
Rough HVAC		
Plumbing top out		
Drywall texture		
<b>Final Draw.....</b>	<b>8% of total price -</b>	<b>\$2,264.24</b>
Exterior siding installed / stucco		
Painting completed		
Doors and trim / O.H.D. installed		
Landscaping installed		
Cabinetry installed / completed		
Electric, HVAC, and plumbing trim completed		
Driveway installed		
<b>Punch Draw.....</b>	<b>2% of total price-</b>	<b>\$566.06</b>
Completion of Punch List items		
Certificate of Occupancy issued by governing authority		

**TOTAL = \$28,303.00**

#### Notes:

1.) In the event a lending institution is providing funding for the construction of this project for said buyer, contractor may, upon review, accept a different draw schedule. Lender must submit proposed draw schedule to contractor for approval prior to initial closing. Draw payments are to be made payable to the contractor only.

2.) Invoices will be presented to buyer at completion of each draw stage. All invoices are due upon receipt. Accounts greater than 10 days past due will be charged an interest rate of 18% per year (1.5% per month).

Int. \_\_\_\_\_

Int. \_\_\_\_\_

Int. \_\_\_\_\_



## Additional Features

The following items are additional features that customize the standard specifications and plans. Items listed here may directly change items listed on the previous page of this contract. Items contained in this list are only included in the contract cost if the additional feature total at the bottom of this page is reflected on the purchase price page. Any alteration to these items after this

ITEM #	DESCRIPTION	Item Cost	Added to Agreement	Added to Agreement
1	Swimming Pool?	\$0.00	no	\$0.00
2	Generator?	\$0.00	no	\$0.00
3	Geothermal?	\$0.00	no	\$0.00
4	Pavers?	\$0.00	no	\$0.00
5	Solar Tubes?	\$0.00	no	\$0.00
6		\$0.00	no	\$0.00
7		\$0.00	no	\$0.00
8		\$0.00	no	\$0.00
9		\$0.00	no	\$0.00
10		\$0.00	no	\$0.00
11		\$0.00	no	\$0.00
12		\$0.00	no	\$0.00
13		\$0.00	no	\$0.00
14		\$0.00	no	\$0.00
15		\$0.00	no	\$0.00
		\$0.00	no	\$0.00
		\$0.00	no	\$0.00
		\$0.00	no	\$0.00
		\$0.00	no	\$0.00
		\$0.00	no	\$0.00
<b>TOTAL COST OF ADDITIONAL FEATURES</b>				\$0.00

Int. \_\_\_\_\_ Int. \_\_\_\_\_ Int. \_\_\_\_\_



## Construction Acknowledgment

**I/WE (THE BUYER) ARE AWARE THAT THE FOLLOWING ITEMS ARE BEYOND THE CONTROL OF THE CONTRACTOR AND CAN RESULT IN REQUIRED AMENDMENTS TO THE ORIGINALLY PROPOSED BUDGET:**

- 1.) Additional fill dirt to raise the floor level. Fill dirt is variable in nature. Dirt delivered to the site is purchased by the truck load; however, each load varies in soil density, moisture content and compaction ability. As such, it is impossible to perfectly estimate the quantity of fill dirt needed until the dirt is delivered on site and the compaction process begins. This contract contains allowances for fill dirt for this specific project based on adequate soil conditions. Should site excavation processes discover adverse conditions, or additional fill dirt be required for any other reason beyond what is allotted, the Buyer hereby authorizes Contractor to purchase additional fill dirt as necessary to construct the foundation and slab in a manner at their discretion. Should additional fill dirt be required, a Change Order will be issued upon completion of the dirt delivery and compaction approval for the added costs associated with it.
- 2.) Removing or relocating undesirable soil or large rocks, boulders, etc.
- 3.) Subsurface Foundation System such as pilings, piers, over-sized footers, etc. due to adverse soil condition.
- 4.) Excessive land clearing.
- 5.) Additional stem wall required to raise the floor level for any reason.
- 6.) Extended driveways due to setback requirement.
- 7.) Right-of-way culvert required by governmental authorities.
- 8.) Extended electric service from power company to supply electricity.
- 9.) Upgraded septic system due to water table or soil conditions.
- 10.) Well drilled over 100' deep due to location
- 11.) Misc. assessments such as MSTU charged by the governing municipality.
- 12.) Changes to the building code that were not in affect when the construction agreement was executed.
- 13.) Natural products used in your project like wood, granite, stone, etc. vary in pattern and color consistency. As such, Builder cannot be an insurer of color or pattern consistency in these products. Buyer hereby acknowledges that should these natural variations occur in a fashion that the Buyer dislikes, Builder can have that portion of the product replaced at the Buyers expense plus a 10% Builder mark up.

**The necessity of including any of these items during the course of construction may result in additional expense to the Buyer.**

Customer Ints. \_\_\_\_\_



## Exclusions

The following items may or may not have been discussed previously. As of this contract, the following items are not included, nor are any allowances included for the provision, installation, or construction thereof.

- Expenses for power poles, underground burial and/or PVC sleeving of power cable, or other utility related fees to bring power to the house from its utility source.
- Expenses for LP or natural gas fuel tanks or underground pipe to bring fuel to the house from its utility source
- Items listed as "Optional" on the plans.
- Removal or disposal of materials containing asbestos or any other hazardous material
- Fencing
- Irrigation system
- Excessive excavating or fill dirt ( see construction acknowledgment for additional info.)
- Swimming pool, spa, pool deck, screen enclosure, wood deck, gazebo, sheds or other accessory structure
- Ponds, fountains, specialty gardens, yard lighting, yard curbing, mail box, or other yard accessories
- Brick Pavers (driveway or other)
- Culvert Pipe (with or without concrete mitered end caps)
- Low voltage work: Security, surveillance system, home theater, P/A or specialty audio systems
- Central vacuum system
- Decorative molding
- Upgraded HVAC systems; SEER, Pureair Filtration, etc.
- Expenses associated with existing tree salvage, treatments, relocations, or removal
- Relocation, removal or extermination of any animals from the proposed project location.
- Items, products, components, accessories, services, or labor not specified as "included"
- Expenses to upgrade the foundation, structure or site as a result of adverse soil conditions discovery
- Furnishings or window treatments
- Upgraded overhead garage door; (Glass inserts, specialty hardware, etc.)
- Exterior stone facade, decorative shutters or other accessories
- Impact Fees; government community assessment
- Alterations required as a result of governing construction code changes
- Drafting; construction plans, or engineering allowance

**The necessity of including any of these items during the course of construction may result in additional expense to the Buyer.**

Customer Ints. \_\_\_\_\_



### Allowance Management

Allowance items listed on page 15 have been specifically tailored to this contract based on preliminary selections made by the Buyer and discussed with the Builder during the pre-contract estimating process. Each allowance is a maximum amount of money for labor and materials included in the construction budget for each allowance item listed. Builder agrees to reconcile each allowance item prior to ordering products related to that item and will prepare a Change Order to document final selections and their potentially revised costs. It is the responsibility of the Buyer to pay for allowance overages. As all allowances are variable in nature, we have included some general information below regarding each allowance item so you know what to expect during construction.

Allowance	Description / Purpose
Survey	Land surveys are usually required by a lending institution. Typically, a boundary, slab, and final survey are completed by the surveyor and "certified" to the lender. Depending on where your lot is located, it may be better to use one particular surveyor than another. The amount included for your allowance is based on a typical boundary, slab and final survey. This amount could be insufficient if a topographical, or tree survey is required, or if the property is large.
Site Clearing	It is necessary to prepare your raw untouched land for construction. This requires the removal of underbrush, existing grasses, and trees. This allowance may need to be altered after a Elevated Design and Construction, LLC. representative has reviewed your building site with Owner and Contractor site contractor.
Fill Dirt	Please see Construction Acknowledgments page 18. This allowance had been estimated based on your project design and average site conditions. Increased slope of your land may require additional fill dirt.
Well / Water Connection	This allowance is for your onsite water well. See contract specifications page 14 for well specs. The well is dug onsite until water is discovered. There is no way to know how deep the well contractor will have to drill to hit water before doing so. This allowance includes drilling to a depth of 100'. Drilling beyond 100' is billed at an additional cost per foot. -OR- this is an allowance for connection fees to a municipal water source.
Septic / Sewer Connection	This allowance is for a waste water septic tank and percolation drainfield. It is based on good soil conditions and the standard septic system necessary for the quantity of plumbing fixtures within the design. Poor soil conditions, or low water table, may require additional expenses. -OR- this is an allowance for connection fees to a municipal sewer source.
Appliances	Appliances included in this amount are listed on the specifications page 15. The amount will vary depending on the individual brand and quality you choose during the appliance selection process. Additional or high-end appliances may require additional allowance monies. Allowance is based on buyer selected appliances and respective installation labor.
Cabinetry	Cabinets will be selected by you with the help of our cabinetry supplier's design staff. Cabinets vary greatly in cost between brands, finishes hardware, and the features each supplier provides.
Countertop	Countertops vary in cost considerably. Laminate, synthetic stone, granite, cultured marble are just some of the types of countertops available. See page 14 specifications for descriptions of what product is to be used in each area.
Flooring	This allowance provides funding for tile, carpet, vinyl, and/or wood flooring based on Construction Agreement specifications and the floorplan.
Tile	During the color selection, you will have the opportunity to select the tile type and color to be used for walls in the showers and if your Construction Agreement includes any back splash tile.
Light Fixtures	There is a seemingly endless variety of light fixtures to choose from at our fixture suppliers showroom. This budget is based on the project's electrical plan and preliminary discussions we've had with you about the fixtures. See Construction Specifications on page 14.
Plumbing Fixtures	Plumbing fixtures come in many styles and finishes. This allowance was established based on preliminary discussions we've had about the fixtures. See Construction Specifications on page 14.
Front Door Allowance	Everyone has a different taste in front doors. This allowance is based on preliminary discussions about the front door.
Fireplace & Hearth	If Owner's building has a fireplace and hearth, there are many ways to finish the mantle, hearth, and surround. This allowance has been established based on preliminary discussions.
Finish Grading	This allowance provides for the labor and additional fill dirt that is necessary to construct the driveway and landscaping. This allowance may vary based on individual site conditions.
Driveway	This allowance provides concrete, materials and labor to place the driveway on your site. Culvert pipes with concrete mitered ends are not included, yet may be required by the roadway authority.
Sod	Allowance description should indicate sod type and approximate quantity. Quantities vary with sod installers and natural shrinkage. If additional sod is requested, a change order can be completed.
Irrigation	All based on 18 gallons per minute "IR Package A": 0-5000 Sq. Ft. (3) Zones; "IR Package B": 5000-10,000 Sq. Ft. (5) Zones; "IR Package C": 10,000-15,000 Sq. Ft. (7) Zones; "IR Package D": 15,000-20,000 Sq. Ft. (9) Zones;
Landscaping	"LS Package A": (6) 45 Gal.; (3) 30 Gal.; (3) 15 Gal.; (3) 7 Gal.; (177) 3 Gal.; (74) 1 Gal.; (15) yds mulch "LS Package B": (1) 45 Gal.; (6) 30 Gal.; (1) 15 Gal.; (2) 7 Gal.; (120) 3 Gal.; (60) 1 Gal.; (15) yds mulch "LS Package C": (2) 30 Gal.; (1) 15 Gal.; (2) 7 Gal.; (70) 3 Gal.; (40) 1 Gal.; (10) yds of mulch "LS Package D": (1) 15 Gal.; (1) 7 Gal.; (35) 3 Gal.; (10) 1 Gal.; (5) yds of mulch. Arrangement and quantities vary per design and site. A preliminary layout can be provided upon your request.

Ints. \_\_\_\_\_ Int. \_\_\_\_\_ Int. \_\_\_\_\_

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## PART 3 – PRICE PROPOSAL

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### 3.1 Price Proposal

What is the price of the required Home Warranty (2-10)? \$3,000

Please respond to the following question:

- My company can bond for over \$300,000 X
- My company cannot bond for more than \$300,000\* \_\_\_\_\_

**\*Note:** City will consider companies that cannot bond for more than \$300,000; however, these builders will only be able to build one home at a time.

No home pricing information is required for the building of homes at this time. Pricing will be required when home projects are bid for each home buyer.

Proof of our financial resources in its entirety is confidential and proprietary. Copies of our most recent balance sheet and prior year's tax return will be provided as separate attached files. All pages should be stricken from Public Records per Florida Statute 119.071,4(c).



Michael Beard, President  
May 20, 2020

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### **CONTRACT AGREEMENT BETWEEN GENERAL CONTRACTOR & SUBCONTRACTOR**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_ by and between **Elevated Design & Construction, LLC.**, 2441 NW 43<sup>rd</sup> Street, Site 5B, Gainesville, FL 32606, herein after called the "**GENERAL CONTRACTOR**" and \_\_\_\_\_, 3530 NW 43<sup>rd</sup> Street, Gainesville, FL 32606 herein called the "**SUBCONTRACTOR**".

<b>Subcontractor:</b> _____	<b>Project Name:</b> _____
<b>Address:</b> _____	<b>Project Address:</b> _____
<b>Telephone #:</b> _____	<b>Contract Date:</b> _____
<b>Fax #:</b> _____	<b>Contract Amount:</b> _____

#### **SCOPE OF WORK:**

- A. Surveying Services:** The following surveying services are proposed.
1. Provide a **Boundary and Topographic Survey** of the development parcel, which includes Alachua County Tax Parcels 08131-001-000 totaling approximately 0.40 acres. The Boundary Survey provided will be prepared in accordance with the standards of practice set forth by Florida Administrative Code Section 5J-17.050 and Section 472.027 of Florida Statutes.
  2. The Topographic Survey limits will include 15 ft. beyond the property lines on the west, south and north sides of the property, and to the center of the NW 6<sup>th</sup> St. right-of-way on the east side frontage.
  3. All regulated trees (8" dia. or greater) within the property limits will be located and identified by tree species and size (diameter at breast height – DBH).
  4. Existing underground utilities that are known to exist or are identified in engineering drawings will be depicted on the survey to the best location information available, by matching up design drawing information with located above ground utility features.
  5. The Topographic Survey datum used will be previous benchmarks created by this firm or others tied to the NAVD 1988 Datum.
  6. Spot elevations will be taken in an approximate 25 ft. grid, or as needed to develop accurate 1 ft. contour elevations, and identify the site topography including high points, low points and change in grades and slopes throughout the site.
- B. Civil Engineering Services:** The civil engineering work scope is broken up into two (2) phases of work: Initial Planning and Design & Permitting. The scope for each of these phases is provided below.



**1. Initial Planning:** The initial planning work scope shall include:

- a. Initial coordination and planning for the project to include coordination with the project owner, design team, and government agencies prior to starting the final design and permitting. This includes project research, project coordination, and creation of the site layout drawing necessary to finalize the project layout and have it approved by the owner.
- b. First Step Meeting with the City of Gainesville as required for the development review process.  
A first Step meeting was previously held with the City but JBPro did not attend and since the previous meeting was held over 6 months ago, another meeting is required.
- c. Project Utility Meeting with Gainesville Regional Utilities (GRU) as required for the GRU utility plan review process.
- d. Coordination with sub-consultants required to design and permit the project. JBPro will work with the owner to obtain an acceptable list of sub-consultants for the project, and will solicit work scope and fee proposals for each. Sub-consultants expected to be needed for this project include: Landscape Architect for the design of landscape and irrigation facilities, Geotechnical Engineer for a soil boring investigation necessary for the building foundation and stormwater basin design, and an Electrical Engineer to provide photometric design of the parking lot site lighting.

**2. Design & Permitting:** The design and permitting civil engineering work scope shall include:

- a. General project meetings throughout the life of the project. These meetings are anticipated with the owner, client, and/or with the review agencies involved. This proposal includes up to four (4) project meetings.
- b. Design and permitting work effort necessary to obtain site plan approval through the City of Gainesville's development review process. This includes preparing all applications, forms, and submittal documentation required for the City review process. The review process is an electronic review process through the City of Gainesville's ProjectDox review portal, and will involve multiple submissions as necessary to obtain final approval from City staff. The owner is responsible for all fees associated with the Development Review application.
- c. Preparation of the civil engineering construction drawing set, which is anticipated to include approximately 7 sheets of civil engineering drawings, 1 sheet of Landscape Architecture, 1 sheet of Electrical and Lighting Photometric Plan, 2 sheets of architectural floor plan and building elevations, and 1 Boundary & Topographic Survey drawing, for a total drawing set of approximately 12 sheets. 3
- d. Design of the storm water management system for the project and permitting of the project with the St. Johns River Water Management District (SJRWMD). This project should qualify for an FDEP 10/2 self certification permit in lieu of the SJRWMD ERP permit since the proposed impervious surface is less than 2.0 acres. JBPro will permit with either the SJRWMD or the FDEP, whichever is required.
- e. Project coordination with Gainesville Regional Utilities (GRU) as necessary to obtain the electric facility design. The Utility Plan drawing will show the final designed primary electric line and transformer location.



- f. Design of the water and wastewater systems to serve the project. This includes permitting of these systems with GRU through the ProjectDox review portal.
- g. Preparation of a Trip Generation Report to identify the transportation impacts expected for the project. In the event the Trip Generation Report is not enough to satisfy the transportation requirements for the project, a Transportation Engineer may be required to complete a more complex Traffic Study.
- h. Preparation of an FDOT Driveway Connection Permit for the revised site design and access connection to the site. The FDOT will require a driveway connection permit to be filed in order to evaluate the impact to the NW 6<sup>th</sup> St. (SR 20) State Highway.
- i. Preparation of an FDOT Drainage Connection Permit for the expected stormwater management discharge to the NW 6<sup>th</sup> St. right-of-way and stormwater conveyance system. This includes preparation of all applications forms, calculations and documentation necessary to submit this application and manage the review and approval through the FDOT review process.

SAMPLE

**CLARIFICATIONS:**▪ Pricing **Includes** but is not limited to:

1. Full notice to proceed.
2. Full compliance with applicable building codes and standards.
3. All notifications, inspections, testing, and certifications as required for your scope of work in accordance with authorities having jurisdiction.
4. Regular attendance at weekly subcontractor schedule meetings beginning at least 1 week(s) prior to the start of your scope of work as well as during the installation of your scope of work if requested.
5. Strict adherence to Elevated Design & Construction's safety requirements, including 100% fall protection when working above 6', wearing a hard hat when possible, and wearing proper eye protection when the tools or work deem appropriate.
6. Includes sales tax.
7. Coordination with the work of other trades. This will specifically be enforced if there is a lack of consideration of finished work of others, specifically the painter. If there are any hand prints or damage to final painted surfaces, the cost of clean-up or rework/repaint will be the responsibility of the subcontractor who did the damage or didn't clean-up after themselves.
8. Participation in pre-start meeting with your lead supervisor assigned to this project.
9. Subcontractor's employee shall directly supervise the work under this subcontract. This supervisor shall be continually on-site during the performance of the scope of work included in this subcontract.
10. Permit fees (if necessary).
11. Clean-up of waste materials to the jobsite dumpster and daily clean-up of tools and materials.
12. CONTRACT TERMS AND CONDITIONS LISTED ON SUBCONTRACTOR'S PROPOSALS ARE NOT TO BE INCORPORATED INTO THIS CONTRACT.



<b>Schedule of Work:</b>	<b>Cost Code:</b>	<b>Amount:</b>
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<b>Contract Total:</b>		
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The General Contractor and the Subcontractor for themselves, their successors, executors, administrators and assigns, hereby agree to the full performance of the covenants of this Agreement. The Terms and Conditions and any other exhibits attached hereto and initialed by the parties shall become integrated herein as part of this Agreement.

**GENERAL CONTRACTOR:**

**ELEVATED DESIGN & CONSTRUCTION, LLC.**

Signature

Print Name / Title

Date \_\_\_\_\_

**SUBCONTRACTOR:**

Signature

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Print Name / Title

Date \_\_\_\_\_



#### TERMS AND CONDITIONS

**THE WORK:** The Subcontractor agrees to provide and complete the work in accordance with the Contract Documents and will furnish all labor, materials, scaffolding, equipment, machinery, tools, apparatus, transportation, all required shop drawings, all required samples, and shall, as often as directed by the General Contractor, completely clean all work and remove all contributing debris to a job site dumpster and perform all work necessary to complete the items of work as stated herein and as described in Scope of Work.

**CONTRACT DOCUMENTS:** Contract Documents consist of this Agreement, the conditions of the contract (general, supplementary and other conditions), the drawings, the specifications, all project addendum, and published construction schedules. Work shown on drawings, though not mentioned in specifications, or described in specifications and not shown on drawings shall be executed as part of this Agreement and said drawings or specifications shall be construed as supplementing one another.

**SUPERINTENDENCE:** The Subcontractor agrees to provide field supervision through a named superintendent. Subcontractor shall provide technical services as required to effect the operation of equipment and or material furnished under this Agreement including performance of specific testing, if any, and shall instruct the Owner's personnel in the operation, maintenance and control of such equipment

**MATERIAL AND WORKMANSHIP:** All work shall be done to the final approval of the Architect/Engineer and the General Contractor and their decision as to the performance of the work in accordance with the plans and specifications and the true constructive meaning of the plans and specifications shall be final. Should the Architect/Engineer or General Contractor condemn or fail to approve any work and or materials to be furnished under this Agreement, the Subcontractor shall, within 24 hours after receiving notice from the General Contractor of such determination, at its expense, proceed promptly to take down all portions of the work and remove from the grounds and buildings all materials whether worked or un-worked, which are subject to condemnation or disapproval, and shall promptly restore all such work in accordance with the Contract Documents and repair and or restore other work damaged or destroyed by Subcontractor in removing or repairing said condemned work. Subcontractor shall conform to and abide by any additional specifications, drawings, or explanations furnished by the Architect/Engineer to illustrate the work to be done.

**PROGRESS AND COMPLETION:** Subcontractor shall begin work covered by this Agreement as soon as the project is ready for such work, or immediately upon verbal or written notice by the General Contractor and shall carry on said work efficiently and at a speed that will not cause delay in the progress of the General Contractor's work or other branches of the work carried on by other subcontractors. It is further understood that contracts will be awarded and labor employed upon the job without discrimination as to whether the employees of General Contractor or Subcontractor are members or are nonmembers of any labor organization. The Subcontractor agrees that in the event of a work stoppage resulting from a labor dispute directed at the Subcontractor, the General Contractor shall have the right to proceed as set forth herein. The General Contractor may upon reasonable notice require the Subcontractor to prosecute in preference to other parts of the work, such parts as the General Contractor may specify.

**MUTUAL RESPONSIBILITY:** The quantity and scope of work required herein is directed by the whole of the Contract Documents, and the Subcontractor acknowledges its requirement under this Agreement to coordinate its WORK with materials and or equipment to be furnished by others to ensure a completely compatible system. Accordingly, the Subcontractor shall review the fabrication drawings and the product data of all items requiring integration and compatibility with the work required hereunder. The Subcontractor shall review the surfaces provided by others to which its work is to be applied, and shall notify the General Contractor of any known defect or condition detrimental to proper procedures, prior to the commencement of its work; otherwise, it shall be deemed that the Subcontractor has accepted the conditions of such surfaces and shall be liable for all consequences resulting from its acceptance. Subcontractor shall be liable for any damages to adjacent surfaces caused by his work, either accidentally or through negligence, including damages resulting from Subcontractor's cleaning of such surfaces. Storage areas for the use of the Subcontractor shall be designated by the General Contractor and no material or equipment shall be stored by the Subcontractor except in areas approved by the General Contractor. Such storage areas shall be maintained orderly by the Subcontractor. The Subcontractor shall provide and be responsible for layout, including the accuracy thereof, necessary for the performance of the work required herein. The Subcontractor shall perform all cutting, fitting, patching, sleeving, grouting and sealing of its work that may be required to fit it to, receive, or be received by the work of others shown upon, or reasonably implied by the Contract Documents.

**CHANGES:** The General Contractor may at any time make any change in the work within the general scope of this Agreement. Additions to or changes in this Agreement shall be made only upon written order approved by the General Contractor's designated Project Manager. For any additional costs due to changes in the work, an allowance for overhead is limited to 15% on own forces, sub-subcontractor, and supplier costs plus an additional 7.5% profit or as allowed by prime contract between Owner and General Contractor. Any other markups are at the discretion of the General Contractor.

**TERMINATION FOR CONVENIENCE:** General Contractor shall have the right to terminate this Agreement without cause at any time by giving Subcontractor seven (7) days written notice thereof. Upon receipt of such notice, Subcontractor shall suspend performance of the Work as soon as reasonably practicable and make every reasonable effort to prevent incurrence of any further costs; provided, however, in connection with such termination, Subcontractor shall perform such acts as may be necessary to preserve and protect all existing Work of the Project. Upon such termination without cause, General Contractor shall pay Subcontractor all retainages, if any, earned by Subcontractor, a sum of money equal to the Cost of the Work for all Work performed hereunder by Subcontractor for which payments have not been made and the pro rata portion of Subcontractor's fee applicable to the Work performed.

**CLAIM-DISPUTES:** Any claim, dispute or other matter in question between the General Contractor and the Subcontractor relating to this Agreement, shall be governed by the laws governing the primary contract between Owner and General Contractor. Dispute resolution shall proceed in accordance with the procedures described in the primary contract between Owner and General Contractor. In any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of its costs and reasonable attorneys' fees, including all such costs and attorneys' fees incurred on appeal.

**REGULATORY COMPLIANCE:** The Subcontractor shall comply with all municipal, state and federal laws and ordinances, where the same may apply to said building or structure or affect the work. The Subcontractor shall comply with the Williams-Steiger Occupational Safety & Health Act of 1970, including all amendments to date, and the General Safety Rules & Regulations of the Construction Industry as currently required by the governing authorities having jurisdiction thereof, all safety rules required by the General Contractor and such other local, state or federal labor laws as may be applicable including, but not limited to, all immigration laws applicable to the work. Subcontractor acknowledges that it has been advised that the General Contractor does not tolerate any verbal, physical, visual or sexual harassment on its jobsites or in its offices. If Subcontractor is found in violation of any government regulations with regard to harassment of any type, Subcontractor will be in immediate default of this Agreement. In the event of Subcontractor's violation of the above, Subcontractor agrees to bear all costs associated therewith, shall hold the General Contractor harmless from any actions arising from such violations, and shall reimburse the General Contractor for any fines, penalties and assessments imposed by any governmental agency resulting from a violation by the Subcontractor.



**INDEMNITY AND INSURANCE:** The Subcontractor is to secure, pay for and file with the General Contractor, certificates for Worker's Compensation and Employer's Liability Insurance in the amount of \$500,000 and Contractor's General Liability in the amount of \$1,000,000 each occurrence and "Per project" and including a waiver of subrogation clause in favor of the certificate holder. Automobile Liability in the amount of \$500,000 each occurrence to include "any auto" and "hired & non-owned auto", but not less than required by the prime contract documents, and such other insurance coverage as may be required by the Prime Contract Documents as applicable to the work required under this Agreement. General Contractor is to be listed as Additional Insured on a primary and non-contributory basis on the Auto and General Liability Certificates and the corresponding insurance endorsements from the carrier shall be provided by Subcontractor to General Contractor within seven (7) days from the date hereof. The Subcontractor shall provide evidence of said insurance, (i.e.) a binder, to the General Contractor within seven (7) days from the date hereof. Subcontractor may not mobilize or work on the job until evidence of insurance is received. The Subcontractor shall assume the defense of and indemnify and save harmless the General Contractor, the Owner, their officers and employees from all claims, liability, loss, damage or injuries of every kind including patent infringements (except as hereinafter excluded) resulting from improper performance or failure to perform the work by the Subcontractor; provided, however, this paragraph shall not apply to claim, liability, loss, damage or injuries based upon the negligence of the aforesaid indemnitors except in connection with their general supervision of the work performed by the Subcontractor. In the event that Subcontractor contracts with an employee leasing company and does not have a Worker's Compensation Policy in its own name, Subcontractor guarantees that all persons providing services under this contract including all officers, supervisors, support staff and laborers for the Subcontractor are employees of the employee leasing company listed as the insured on the Insurance Certificate provided to General Contractor. Subcontractor further guarantees that if it is utilizing an employee leasing company that it has not hired sub-subcontractors or independent contractors to provide services on this project. Subcontractor and agrees to hold harmless General Contractor from any Worker's Compensation Claims arising from work under this contract, including all legal fees, attorney fees, and all other costs associated with such claim. Subcontractor further guarantees that it has not hired sub-subcontractors or independent contractors to provide services on this project without the prior authorization of the General Contractor.

**ENCUMBRANCES:** Subcontractor shall turn said work over to General Contractor in good condition and free and clear of all claims, encumbrances, or other liens and shall protect and save harmless the General Contractor and Owner from all claims, encumbrances of liens growing out of the performance of this Agreement. Subcontractor shall, at its own cost and expense (including attorney fees and court costs), immediately defend all suits to establish such claims, and immediately pay, within thirty (30) days, any such claims or liens so established; or transfer said claim to a bond acceptable to General Contractor, within thirty (30) days from the date of the claim being filed. Subcontractor shall furnish a sworn statement as shown on Application for Payment listing all parties who furnish labor, services, equipment, or materials to the Subcontractor, with the names and addresses and amounts due or to become due each month. Like statements may be required from any Sub-Subcontractors of the Subcontractor. Subcontractor shall furnish the General Contractor, if requested, evidence of the payment of all bills and expenses incurred by the Subcontractor for labor, services, equipment and materials used by the Subcontractor, and liability incurred by the Subcontractor in any way for the purpose of using the same on or about said building or said construction project, and written releases on form acceptable to General Contractor from all persons, firms or corporations that may have furnished to said Subcontractor, any labor, services, equipment and materials, whether on or for the aforesaid building project, and written releases of liens from all persons, firms and corporations that may have in any way had any dealing and agreements in connection with the work of the Subcontractor under this Agreement. Any and all transportation tax, sales tax, or any other tax that might accrue through purchase of materials or amounts paid for labor by Subcontractor or occasioned by performance of this Agreement shall be borne and paid for by said Subcontractor. The Subcontractor agrees that payments due hereunder are not assignable and that no part of this Contract can be sublet, except by and in accordance with the written consent of the General Contractor.

**WARRANTIES AND GUARANTIES:** Warranties, guaranties and/or maintenance services if specified and applicable to the work required under this Agreement shall be the full obligation and responsibility of the Subcontractor. All work shall be guaranteed for one year after substantial completion of the project unless stated otherwise in the Contract Documents.

**PAYMENTS:** Within seven (7) days after its receipt of the corresponding payment from the Owner, the General Contractor shall pay Subcontractor an amount equal to ninety percent (90%) of the value of the completed work. Final payment of the balance of the Contract Amount shall be made thirty (30) days after General Contractor's receipt of final payment from the Owner. Notwithstanding any language in this Agreement or in the primary contract between Owner and General Contractor to the contrary, no payment shall be due and owing to Subcontractor under any circumstances until General Contractor has actually received its corresponding payment from Owner. General Contractor's payments to Subcontractor are expressly contingent upon General Contractor's actual receipt of collected funds from Owner.

**MISCELLANEOUS:** This Agreement and the instruments described herein contain all of the terms and conditions agreed on by the parties hereto, and no other agreement, oral or otherwise, respecting the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. If a provision of this Agreement is determined by a court to be invalid, then this Agreement shall be reviewed as severable and all other provisions herein shall remain in full force and effect.



## EXHIBIT A

### APPLICATION FOR PAYMENT PROCEDURES

Application for Payments must be received by Elevated Design & Construction's main office by the 20<sup>th</sup> of each month and should be projected through the 25<sup>th</sup> of the month. Pay Applications can be submitted via e-mail to: Accounts Payable at [Dawn@elevateddc.com](mailto:Dawn@elevateddc.com) or mailed to our main office at 5080 W. Newberry Road, Suite 2A, Gainesville, FL 32607. Pay Applications must be received by the 20<sup>th</sup> of the month otherwise it will be considered 'late' and will be processed on the following month's billing cycle. The following items are checked for compliance:

#### PRIOR TO FIRST DRAW

1. Fully Executed Subcontract Agreement or Professional Service Agreement
2. Approved Insurance Certificate(s)
3. Form W-9 (Request for Taxpayer Identification Number)
4. License (if applicable)

#### FIRST DRAW AND SUBSEQUENT DRAWS

1. Submit an 'Application and Certificate for Payment' AIA Document G702 along with 'Continuation Sheet' AIA Document G703 (or an equivalent Pay Application form including a Schedule of Values)
2. Partial Waiver and Release of Lien
3. Partial Waiver and Release of Lien from lower tier subcontractors and suppliers (if applicable)
4. Certified Payroll including any lower tier subs (if applicable)

#### FINAL DRAWS

1. Submit an 'Application and Certificate for Payment' AIA Document G702 along with 'Continuation Sheet' AIA Document G703 (or an equivalent Pay Application form including a Schedule of Values)
2. Submit a separate Pay Application for retainage (if applicable)
3. Submit all Close Out Documents (if applicable)
4. Final Waiver and Release of Lien
5. Unconditional Final Waiver and Release of Lien from lower tier subcontractors and suppliers (if applicable)
6. Final Certified Payroll including any lower tier subs (if applicable)

After the draw request is found to be in compliance with the above items, it is forwarded to the Project Manager for verification of the percentage of completion and their final approval. If your draw request has incomplete or incorrect information, it will be returned for correction.

Prior to and as a condition of payment of final regular draw (excluding retainage), all required closeout documents, including manufacturer's warranties is to be provided to contractor.



A-1

EXHIBIT B

SAMPLE

Page | 9

Initialed by: Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_

*Subcontract Agreement between **Elevated Design & Construction, LLC.** and **Subcontractor***

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Contractors Agent Street City, State, Zip Code Phone Number		<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):															
<b>INSURED</b> Contractor Street City, State, Zip Code Phone Number		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Name of Insurance Company</td> <td>XXXXXX</td> </tr> <tr> <td>INSURER B: Name of Insurance Company</td> <td>XXXXXX</td> </tr> <tr> <td>INSURER C: Name of Insurance Company</td> <td>XXXXXX</td> </tr> <tr> <td>INSURER D: Name of Insurance Company</td> <td>XXXXXX</td> </tr> <tr> <td>INSURER E: Name of Insurance Company</td> <td>XXXXXX</td> </tr> <tr> <td>INSURER F: Name of Insurance Company</td> <td>XXXXXX</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Name of Insurance Company	XXXXXX	INSURER B: Name of Insurance Company	XXXXXX	INSURER C: Name of Insurance Company	XXXXXX	INSURER D: Name of Insurance Company	XXXXXX	INSURER E: Name of Insurance Company	XXXXXX	INSURER F: Name of Insurance Company	XXXXXX
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INSURER E: Name of Insurance Company	XXXXXX																
INSURER F: Name of Insurance Company	XXXXXX																

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR W/D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	Policy Number	Date	Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	Policy Number	Date	Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> CLAIMS-MADE			Policy Number	Date	Date	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number	Date	Date	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES</b> (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Certificate Holder is named as Additional Insured regarding General Liability (for On-Going & Completed Operations per attached form CG2010 (11/85) or its equivalent) and on Automobile Liability. General Liability on a "Per Project" General Aggregate basis. General & Auto Liability on a Primary and Non-Contributory basis as required by written contract. Waiver of Subrogation in favor of Certificate Holder applies to General Liability, Automobile Liability and Workers Compensation as required by written contract. Umbrella as required by written contract will follow form. 30 Day Notice of Cancellation for all applicable policies listed above as per written contract.							

<b>CERTIFICATE HOLDER</b> D&M Construction Group, Inc. DBA Foresight Construction Group, Inc. 5080 W Newberry Road, Suite 2A Gainesville, FL 32607	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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**DRUG-FREE WORKPLACE FORM**

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

Elevated Design and Construction, LLC does:  
(Name of Proposer)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.



\_\_\_\_\_  
Proposer's Signature

May 20, 2020

\_\_\_\_\_  
Date

***In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.***

RFQ 200029-Heartwood New Home Builders - Page 19 of 25

## PROPOSER VERIFICATION FORM

### LOCAL PREFERENCE (Check one)

Local Preference requested: ☒ YES ☐ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

### QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☒ YES ☐ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☒ NO

### LIVING WAGE COMPLIANCE

See Living Wage Decision Tree: (Check as appropriate)

☒ Living Wage Ordinance does not apply (check all that apply)

☐ Not a covered service

☐ Contract does not exceed \$100,000

☒ Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.

☐ Located within the City of Gainesville enterprise zone.

☐ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

**NOTE:** If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

### REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA

Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?

☒ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (# L16000198245)

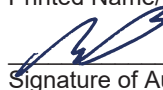
If the answer is "NO", please state reason why: \_\_\_\_\_

Elevated Design and Construction, LLC

Bidder's Name

Michael Beard, President

Printed Name/Title of Authorized Representative

  
Signature of Authorized Representative

5/20/2020  
Date

***This page must be completed and uploaded to DemandStar.com with your Submittal.***

RFQ 200029-Heartwood New Home Builders - Page 20 of 25

A Certification of Compliance with Living Wage is not applicable for Elevated Design and Construction, LLC who employs less than 50 employees.



Michael Beard, President  
May 20, 2020

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**Print or type.**

**Social security number**

			-			-				
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or

**Employer identification number**

8	1	-	4	2	7	6	2	4	6
---	---	---	---	---	---	---	---	---	---

## Date ▶ 2/18/2020

Form **W-9** (Rev. 10-2018)

## City of Gainesville Business Tax Receipt



Please display in your  
place of business

CITY OF GAINESVILLE

### BUSINESS TAX RECEIPT

BILLING AND COLLECTIONS OFFICE  
TREASURY DIVISION OF THE FINANCE DEPARTMENT

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

Customer Copy

TAX YEAR BEGINS OCTOBER 1, 2019  
AND ENDS SEPTEMBER 30, 2020

**BUSINESS TAX NO.**

**44243**



**BUSINESS NAME AND MAILING ADDRESS**

ELEVATED DESIGN & CONSTRUCTION, LLC

2441 NW 43RD ST, SUITE 5B  
GAINESVILLE, FL 32606

**BUSINESS LOCATION**

2441 NW 43RD ST, SUITE 5B

**BUSINESS PHONE**

352-872-5994

**BUSINESS E-MAIL**

[irentz@elevateddc.com](mailto:irentz@elevateddc.com)

Thank you for paying your business taxes for the period October 1, 2019 – September 30, 2020.

CATEGORY	DESCRIPTION	TAX FEE
1000	STATE LICENSE/CERTIFICATION REQUIRED	\$0.00
1001	FICTITIOUS NAME REQUIREMENT	\$0.00
1360	CONTRACTOR-GENERAL-UNLIMITED	\$131.25
8991	ADDITIONAL PRIOR YEAR FEE(S)	\$65.63
9925	PENALTY 25%	\$32.81
9930	ADDITIONAL PRIOR YEAR PENALTY	\$16.41
<b>TOTAL ASSIGNED:</b>		\$246.10
<b>TOTAL PAID:</b>		\$246.10
<b>AMOUNT DUE:</b>		\$0.00

APPROVED BY FINANCE DIRECTOR



3747FC6FF8AA3BCBA8D2468763E1C02

ALL CITY, STATE AND FEDERAL REQUIREMENTS MUST BE MET IN ORDER TO LEGALLY OPERATE A BUSINESS, PROFESSION OR OCCUPATION WITHIN THE CORPORATE LIMITS OF GAINESVILLE, FLORIDA. PAYMENT OF BUSINESS TAXES AND A RECEIPT FOR PAYMENT DOES NOT IMPLY THAT A BUSINESS HAS COMPLIED WITH ANY OR ALL OTHER RELEVANT STATUTORY AND REGULATORY PROVISIONS.

THE CITY OF GAINESVILLE DOES NOT REFUND BUSINESS TAXES PAID IN ERROR UNLESS THE ERROR IS A CLERICAL MISTAKE MADE BY THE CITY.

If you have any questions about the Business Tax requirements or process, please email

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

If you cannot email to the address above, please call (352) 334-5024

IT IS THE BUSINESS OWNER'S RESPONSIBILITY TO REPORT ANY CHANGES IN BUSINESS INFORMATION

DURING THE YEAR TO

[btmail@cityofgainesville.org](mailto:btmail@cityofgainesville.org)

OR TO WEB SITE

<http://eservices.cityofgainesville.org>

**State of Florida - Certified General Contractor License  
CGC1524869**

	Ron DeSantis, Governor	Halsey Beshears, Secretary	
<b>STATE OF FLORIDA</b> <b>DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION</b> <b>CONSTRUCTION INDUSTRY LICENSING BOARD</b> THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES			
 <b>BEARD, MICHAEL TERRELL</b> ELEVATED DESIGN AND CONSTRUCTION LLC 2441 NW 43RD STREET SUITE 5B GAINESVILLE FL 32606			
<b>LICENSE NUMBER: CGC1524869</b>			
<b>EXPIRATION DATE: AUGUST 31, 2020</b> Always verify licenses online at <a href="http://MyFloridaLicense.com">MyFloridaLicense.com</a>			
	Do not alter this document in any form. This is your license. It is unlawful for anyone other than the licensee to use this document.		

City of Gainesville - Small Business Certification

## Small Business Certification

City of Gainesville-Office of Equal Opportunity certifies:



as a **Qualified Local Small Business**  
under the provisions of the City of Gainesville's Small Business Procurement Program

*Swallen*  
**Sylvia Warren**  
Small & Minority Business Program Coordinator

June 28, 2019  
Date



Vendor ID. # VC0000111531  
Valid for a two-year period until:  
**June 14, 2021**

State of Florida - Minority Business Certification



Elevated Design and Construction, LLC does not have any deviations or exceptions to the City in regards to any of the terms of this RFQ. This section is not applicable.



Michael Beard, President  
May 20, 2020

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Elevated Design and Construction, LLC does not have any Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties. This section is not applicable.



Michael Beard, President  
May 20, 2020

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