

University Park Recreation District

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<http://universityparkrd.com/>

The Board Meeting of the **Board of Supervisors of University Park Recreation District** will be held on **Friday, June 13, 2025, at 1:00 PM** at the Business Offices located at 8301 The Park Boulevard, University Park, FL 34201 and or virtually.

Meeting ID: 845 8893 8513

Passcode: 755354

Join meeting via Zoom:

<https://us02web.zoom.us/j/84588938513?pwd=eUE4Q3BTNGVLNXBsOGViRXk1cWo2QT09>

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*

Administrative Matters

1. Consideration of the Minutes of the:
 - a. April 29, 2025, Board of Supervisors' Workshop Meeting
 - b. May 13, 2025, Board of Supervisors' Workshop Meeting
 - c. May 22, 2025, Rescheduled Board of Supervisors' Meeting
 - d. May 28, 2025, Special Board of Supervisors' Meeting

Staff Report Matters

2. District Counsel
3. District Manager
4. Club Management
 - Management Discussion & Analysis Report

Business Matters

5. Series 2024 Note Follow-up
6. Board Supervisors Input on Business Advisory Group Plan
7. Consideration of Willis Smith Contract for Construction Management Services
8. Consideration of Resolution 2025-15, Setting Out General Procedures for the 2026 Elections

District Financial Matters

9. Ratification of Payment Authorization Nos. 139 – 140

Date	Meeting Type	Time	Location	Note
July 1, 2025	Workshop Meeting	2:00 PM	University Park	Business Office:
July 11, 2025	BOS	1:00 PM	University Park	Business Office:

10. Supervisor Requests & Public Comments

Adjournment



University Park Recreation District

Consideration of the Minutes

- April 29, 2025, Board of Supervisors' Workshop Meeting
- May 13, 2025, Board of Supervisors' Workshop Meeting
- May 22, 2025, Rescheduled Board of Supervisors' Meeting
- May 28, 2025, Special Board of Supervisors' Meeting

MINUTES OF MEETING

UNIVERSITY PARK RECREATION DISTRICT BOARD OF SUPERVISORS WORKSHOP MEETING

Tuesday, April 29, 2025

2:00 p.m.

Business Offices

8301 The Park Boulevard, University Park, FL 34201

Board Members present in person or via phone:

Sally Dickson	Chairperson	
Rusty Piersons	2 nd Vice Chairperson	
Scott Huebner	Assistant Secretary	
David Murphy	Assistant Secretary	
Steve Heitzner	Vice Chairperson	(via phone)

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM – PFM Group Consulting LLC	(via phone)
Mark Barnebey	District Counsel - Blalock Walters	
John Fetsick	General Manager – Country Club	
Curtis Nickerson	Director of Properties and Facilities – Country Club	
Various Audience Members in person and via Zoom		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 2:00 p.m. by Ms. Dickson and roll call was taken by Ms. Carvalho. Those in attendance are outlined above.

The Pledge of Allegiance was recited.

Public Comments

Ms. Dickson gave an overview of the agenda.

There were no public comments at this time.

SECOND ORDER OF BUSINESS

Discussion

Overview of DRI Amendments

- **Question & Answer period
reference DRI Amendments**

Mr. Barnebey gave an overview of the Development of Regional Impact Amendments and the historical background. The entire community of University Park is a part of the DRI and Recreation District, but the improvements are only focused on the Country Club area, which was acquired in 2019. Three years ago, it was decided that the Country Club facilities were in need of improvements. This is when the Master Plan was started.

Mr. Barnebey reviewed the improvements that have been agreed upon, which included: golf course irrigation system replacement with lake banks and bulkhead improvements, kitchen renovation and expansion, fitness center renovation and expansion, activity/gathering space expansion, Staff ADA compliant workspace improvements, and additional/resurfaced parking. He also included the financing history for these improvements.

Mr. Barnebey gave an overview of the DRI Development Ordinance and the Zoning Ordinance that the District is under. These put a cap limit on the square footage for the improvements and were last amended in 2012. He gave an overview of the DRI change requests. These requests will increase the country club dining and recreation facilities up to 65,000 sq. ft., update expiration and buildout dates, and amend the requirement to file reports annually to bi-annually, if required. He also noted that in the County staff reports, there was an error regarding the side-yard setbacks. It is currently 7.5 feet and will not change.

Mr. Fetsick stated that the DRI does not affect the UPCA or the HOA.

There was a discussion regarding the square footage, how that amount of space was decided upon, and what types of buildings/areas are included in the DRI.

It was noted there have been multiple County staff changes throughout this process.

Ms. Dickson noted that the District can always go back to the County and request more square footage if needed.

Mr. Fetsick stated that with increased square footage, may come the County requirement for a traffic study. As of right now, there is no requirement for the study, as this is not to bring in additional people. There was discussion regarding this.

Ms. Dickson reviewed the Master Plan history. She stated the Planning Committee has approved this unanimously and it is now set to go before the Manatee County Commissioners on May 8, 2025.

There was a brief discussion regarding the notices that were required to be sent out.

Mr. Barnebey stated it is a requirement to send this notice to people within 500 feet of the District property and within 500 feet of the DRI overall. There have been some objections. There was also brief discussion regarding these objections.

Ms. Gatesy, a homeowner, had a question regarding the expansion of the Business Center by the HOA and if that would trigger a traffic study. The answer was unknown, but it was noted that it would most likely be determined by the cause and size of the expansion. There was a brief discussion regarding this.

UPCAI Attorney representative, noted that minimal changes to the Business Center should not affect the DRI, as the use would not be changing. Ultimately, this would be a county decision.

There was discussion regarding what type of square footage expansions are included in the DRI versus what is not. This also included discussion on the cost related to these expansions.

It was noted that the design concepts are done, but these can be changed.

Continued Review of Proposed 2025 Committees

- a. Committee Charter Draft**
- b. Committee Member Appointment Process Draft**
- c. Board Member Comments**

Mr. Huebner asked about the Board following up on public comments made during previous meetings.

It was noted simple public comments are answered at the meetings, while more detailed public comments are handled by communication after the meeting.

Ms. Dickson stated that any public comments still needing to be replied to or discussed can be on the agenda for the following Board Meeting under "Open Items". She noted it is beneficial to give the Board time to process the question and formulate a response.

It was noted Mr. Alimenti and Ms. Wyatt are awaiting replies from the Board and should be placed on the agenda.

Ms. Carvalho reminded the Board of the Florida Sunshine Laws. It was recommended that public comment email requests should be sent to Ms. Carvalho to reply to and place on the agenda as needed. She noted that there is an agenda call prior to each Board Meeting where the Chair can advise on the “open items” and the next agenda.

There was discussion regarding email etiquette policies and procedures. This included discussion on what public comment emails should be escalated to the agenda.

Mr. Murphy requested a reminder email to be sent out to the Board for upcoming agenda item notification.

Ms. Carvalho noted the draft agenda is sent out two weeks prior to upcoming Board Meetings. If any changes or additions are needed, please let Ms. Carvalho know. There was a brief discussion regarding this.

Ms. Dickson requested clarification on the Florida Sunshine Laws. There was discussion what committees the Florida Sunshine Laws cover and the limitations under those laws.

Mr. Barnebey noted that any advisory committees are subject to the Florida Sunshine Laws, which would most likely include the Finance and Strategic Planning Committees based on their roles.

There was a brief discussion regarding Heron’s Glen and their policies and procedures.

There was discussion regarding the memo letter sent out by Mr. Barnebey.

Mr. Murphy noted any committees not given power to take action or establish policies should not be under the Florida Sunshine Laws. It was noted that although these Committee members are not elected officials, they will be required to send out meeting notices, have a Zoom option, keep and publish minutes, and report to the Board. It is important to have operational efficiency and effectiveness within these Committees.

There was discussion regarding the structure of these Committees, how they will be appointed, and their process. These Committees will be added to the insurance policy. At this time, the Board will appoint these Committees, and they will report to the Board.

Mr. Barnebey gave more clarification and recommended these Committees to be under the Florida Sunshine Laws.

Ms. Dickson confirmed the Finance and Strategic Planning Committees will operate under the Florida Sunshine Laws until such time that it is deemed not necessary.

Mr. Barnebey and Mr. Pierson will research Heron Glen's policies and the State policy more in depth. The District will move forward with soliciting volunteer participants for the Committees via notice, which will report to the Board and work under the Florida Sunshine Laws. The Board will review the notice prior to advertisement.

There was discussion regarding the process of setting up the Committees and drafting the Committee Charter to gather appropriate volunteers. It was noted that non-resident members should be able to participate in these Committees.

There was discussion regarding the appointment of the Chair process and the criteria for the Committees. The recommendation was to have an objective ranking system for the applications, thus appointing Chair and Co-Chair by the two highest rankings.

Ms. Dickson reviewed what information the Committee Charters would include.

There was also discussion regarding the frequency of meetings for these Committees, the number of people needed, and the term length. It was recommended to have a simple majority of people on the Committee and have no fewer than quarterly meetings. Meeting minutes will be reported to the Board and each Committee Member will serve staggered two and three year terms.

The Board discussed the ranking sheet and ranking process.

There was a discussion regarding transitioning the Business Planning Committee to the Strategic Planning Committee. There are 5 currently serving on the Business Development Committee. These volunteers are already serving staggered terms. The Board determined they are able to apply if they so choose.

There was a brief discussion regarding the qualifications criteria for the committees. The Board will review the draft. Mr. Fetsick will work on recruitment and increased communication with the Board.

It was noted that currently, there are 4 Advisory Groups: Golf, Racquets, Fitness, and Social. There is a recommendation to split the Racquets Group into a Pickleball Group and a Tennis Group. There was discussion regarding these groups and who would lead each group.

Ms. Dickson recommended clarification for the Advisory Groups on their roles and responsibilities, which does not include operations. There was discussion regarding communication with these groups, group expectations, and how often they meet. Mr. Fetsick will solicit during the months of May and June for the fall season volunteers.

There was a discussion regarding the special groups that will be associated with the Capital Improvement Plan, the timing of forming these committees, and the criteria for selection. It was

noted these will be Advisory Groups with Mr. Heitzner as the Liaison. Mr. Fetsick will work on the overall plan and structure for these groups.

Ms. Dickson reviewed the upcoming meetings. There was discussion regarding what will be included in these meetings in regard to the budget, audit documents, and the committees. There will be a need for a continued meeting. This will be sent out to the Board for feedback on dates.

Date	Meeting Type	Time	Location	Note
May 9, 2025	BOS Meeting	1:00 PM	University Park	Business Offices
May 13, 2025	Workshop	10:00 AM	University Park	Business Offices

THIRD ORDER OF BUSINESS

Adjournment

There were no further comments.

Ms. Dickson adjourned the April 29, 2025, Special Board of Supervisors Meeting of the University Park Recreation District at approximately 4:13 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

MINUTES OF MEETING

UNIVERSITY PARK RECREATION DISTRICT WORKSHOP MEETING

Tuesday, May 13, 2025

10:00 a.m.

Business Offices

8301 The Park Boulevard, University Park, FL 34201

Board Members present in person or via phone:

Sally Dickson	Chairperson
Steve Heitzner	Vice Chairperson
Rusty Piersons	2 nd Vice Chairperson
David Murphy	Treasurer
Scott Huebner	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Marisa Powers	District Counsel - Blalock Walters	
John Fetsick	General Manager - Country Club	
Curtis Nickerson	Director – Country Club	
Various Audience Members in-person and via Zoom		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 10:00 a.m. by Ms. Dickson. Those in attendance are outlined above.

The Pledge of Allegiance was recited.

Public Comments

Ms. Dickson gave an overview of the workshop meeting agenda. It was noted the workshop is to discuss the Business Model Executive Summary.

Ms. Van Brunt had a comment regarding her disagreement with the Business Model Plan. She noted the amenities are needed sooner rather than later and discussed the financing of the

amenities.

There were no further comments.

SECOND ORDER OF BUSINESS

Discussion

Business Model Executive Summary Presented by the Business Planning Advisory Group

Mr. Tevens gave an overview of the Business Model Executive Plan. The plan was requested two years ago and has since been updated.

Mr. Tevens introduced his team and gave a summary of the vision, mission, and values for the plan. The main goal is to provide a gathering place that exceeds expectations and enhances the residential community. He reviewed the financial plan from 2025 to 2029 which gave an overview of revenues and the capital improvement costs. These were all original amounts and have not been updated to reflect additional costs or inflation, if any. He noted all projects can be reduced or increased based on need.

Ms. Dickson noted the District runs on a fiscal year.

The presentation included the original plan projections for membership. Mr. Tevens gave an overview of those memberships. It was noted current members, no matter the type, will continue in their current category, unless they choose to change. Currently, there are almost 800 social members, with about 100 of those being non-resident.

The Board discussed the timeline of those memberships.

It was noted for future homeowners, there will now be two choices for membership: Full or Lifestyle, which will include all amenities, but golf. Outside play on the golf course will continue, but additional rules will be added. The dues and operating expenses will increase over the 5-year plan period. Eventually Social category memberships will transition to a Lifestyle membership. Non-member green and cart fees will increase, along with food and beverage predominantly to the public.

Ms. Dickson discussed the possible issues for those that currently transition from Full membership to the existing Social memberships. This is something the Board can discuss for alternatives.

The presentation continued with an overview of the revenues that will drive the operating income from 2025 to 2029 and the changes in Membership Dues over that time period. Ms.

Dickson noted that one of the draws to the Lifestyle Membership will be the expanded Fitness Center, which would then need to be completed by October 2026. Mr. Fetsick clarified that the Business Plan is on the normal calendar year. There was discussion regarding the timeline for the expansion of the Fitness Center and the cost of the memberships.

Ms. Carvalho clarified that the summary of the financial plan is on the fiscal year.

Mr. Tevens gave an overview of the golf revenue drivers, which included green fees, cart fees, Pro Shop sales, and trail fees. There was brief discussion regarding the increase in fees and the timeline for those fees. It was noted the increase in fees is legitimized. Mr. Murphy suggested doing a sensitivity analysis as it relates to the increase in fees. He also noted there are fewer houses being sold right now. Mr. Tevens noted that 10% of the golf revenue goes into the capital account and the net revenue is what is used for the golf revenue drivers.

Mr. Tevens presented the market data for 2025, which included the social dues, cart rates, Golf Full Family Memberships, Tennis (Lifestyle) Memberships, and Initiation Fees. There was brief discussion regarding competitors and their pricing, compared to University Park's pricing. It was noted there should be discussion regarding what the market is, whether it be semi-private, private, or both. There was also discussion regarding the market data.

The presentation continued with an overview of the dining revenue drivers. Mr. Tevens gave a summary of member versus non-member rates. There was a discussion regarding the cost of food.

Mr. Tevens reviewed the sources of capital in comparison to the 2025 budget versus the 2029 plan. It was noted the major source of capital comes from the operating income growth.

The Board reviewed the roadmap plan. The roadmap included creating homeowner committees to provide recommendations to the Board. These committees would include: Finance, Governance, Strategic & Business Planning, Golf, House, Racquets and Fitness, individual Capital Projects, and others as needed. Club Management will continue to report the UPRD Board.

Ms. Dickson noted there has already been discussion to setup a Finance Committee and Strategic and Business Planning Committee. Charters have been created and are being finalized. These will be the first committees that will be put in place. She gave an overview of the other committees. The Board briefly discussed the timeline and process of applying for the committees.

Mr. Tevens provided a five-year forecast spreadsheet and gave an overview. The spreadsheet included cost analysis. Changes can be made as needed. He recommended the Board only take on one project at a time due to logistics and finances, but ultimately it is up to the Board. Ms. Dickson confirmed this will be a consideration, so that membership activities are not disrupted. Mr. Tevens gave a brief explanation of the projects, finances, and timeline. Ms.

Dickson requested the spreadsheet be sent to the Board.

The presentation ended with a summary of the plan, noting that the investments in the Club infrastructure will attract new homeowners to UPCC. The Business Planning Group will wait on direction from the Board.

Ms. Dickson thanked the group.

Supervisor Requests and Public Comments

Ms. Wyatt recommended some changes to the Fitness Center for efficiency, effectiveness, and safety. Ms. Dickson noted these can be considered in the committee for that area and recommended to the Board. Mr. Fetsick noted the investment in the current facility should be considered, as it may not be prudent logistically. There was brief discussion regarding this.

Mr. Case thanked the group for the presentation and had a comment regarding the cost of the club and expansion. He noted it should come from more than just membership and thanked the group for looking at other options. He also commented regarding the changes in membership and the possible issues that may arise. He noted there should be an option for current Lifestyle Memberships to reduce to a Social Membership based on age/need. Consequences of not having that option need to be considered. He also discussed the requirement of having to be a part of the Country Club as a homeowner and noted the Board should look into their authority as it relates to that requirement.

Mr. Hemingway noted the emphasis on operating income as a major source of capital and stated the two should be differentiated. Most country clubs look to initiation fees and dues as operating capital. He discussed the prices and types of memberships, noting that lifestyle is a driving factor in those decisions. This may be a detriment to home sales. He also discussed the inflation rate and recommended less emphasis on market rates and profitability when looking at membership costs for existing homeowners, but rather emphasis on lifestyle. He gave his preference for the bond approach.

Ms. Dickson thanked everyone in attendance.

Upcoming Meetings and Workshops were noted:

Date	Meeting Type	Time	Location	Note
May 22, 2025	Rescheduled BOS Meeting	2:00 PM	University Park	Business Offices
June 3, 2025	Workshop Meeting	2:00 PM	University Park	Business Offices

June 13, 2025	BOS Meeting	1:00 PM	University Park	Business Offices
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Ms. Dickson noted the charter needs to be edited and finalized for the Finance Committee and Strategic Planning Committee prior to the May 22nd meeting. She would like an email to go out to the community for a call for volunteers for these committees. The Charters will make sure the volunteers are qualified and will follow the Florida Sunshine Laws. Mr. Fetsick will send out the call for volunteers.

THIRD ORDER OF BUSINESS

Adjournment

Ms. Dickson adjourned the May 13, 2025, Workshop Meeting of University Park Recreation District at 11:27 a.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

MINUTES OF MEETING

UNIVERSITY PARK RECREATION DISTRICT BOARD OF SUPERVISORS MEETING

Thursday, May 22, 2025

2:00 p.m.

Business Offices

8301 The Park Boulevard, University Park, FL 34201

Board Members present in person or via phone:

Sally Dickson	Chairperson
Steve Heitzner	Vice Chairperson
Rusty Piersons	2 nd Vice Chairperson
David Murphy	Treasurer
Scott Huebner	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC	
Kwame Jackson	ADM - PFM Group Consulting LLC	(via phone)
Mark Barnebey	District Counsel - Blalock Walters	
John Fetsick	General Manager - Country Club	
Curtis Nickerson	Director – Country Club	
Various Audience Members in-person and via Zoom		

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 2:01 p.m. by Ms. Dickson. Those in attendance are outlined above.

The Pledge of Allegiance was recited.

Public Comments

Mr. Matt, a resident, commented regarding slander, defamation, and misconduct. He noted his opinion that UPRD has been fiscally reckless and gave reasonings for that opinion.

Mr. Thompson, a resident, had a comment regarding the Business Plan that was presented to

the Board and mentioned the requirements of the Mutual Cooperation Agreement.

Ms. Dickson noted that there will be discussion with the UPCA Board regarding the Mutual Cooperation Agreement as it relates to the Business Plan Advisory Group. She gave an overview of the process and recommended having this discussion at the next workshop meeting.

There were no further comments.

SECOND ORDER OF BUSINESS

Administrative Matters

Consideration of the Minutes of the:

- a. **April 1, 2025, Board of Supervisor's Workshop Meeting**
- b. **April 8, 2025, Nine-Hole Golf Course Renovation RFP Response Opening Meeting**
- c. **April 8, 2025, Bridge Inspection and Rebuilding RFP Response Opening Meeting**
- d. **April 11, 2025, Board of Supervisors' Meeting**

The Board reviewed the minutes. It was noted any requested changes will be done by Ms. Carvalho prior to posting on the website.

ON MOTION by Mr. Murphy, second by Mr. Piersons, with all in favor, the Board of Supervisors for the University Park Recreation District approved the Minutes of the April 1, 2025, Board of Supervisor's Workshop Meeting, the April 8, 2025, Nine-Hole Golf Course Renovation RFP Response Opening Meeting, the April 8, 2025, Bridge Inspection and Rebuilding RFP Response Opening Meeting, and the April 11, 2025, Board of Supervisors' Meeting.

THIRD ORDER OF BUSINESS

Staff Report Matters

District Counsel – Mr. Barnebey responded to Mr. Matt's comments. He noted the case is moving forward in the Supreme Court and a response should be given shortly. This case will be

decided if oral argument will be granted.

Ms. Dickson noted the legal fees are being tallied.

Mr. Barnebey stated that the County Commission has approved the amendments to the DRI and the zoning ordinance to allow for additional square footage for District facilities.

Mr. Barnebey reminded the Board of their Form 1 deadline of July 1, 2025. This is an annual requirement. Any issues can be directed to Ms. Carvalho.

There has been a request for a Special Meeting, with a SHADE portion to the meeting. This has been scheduled for May 28, 2025, at 11:00 a.m., in the Evans Conference Room. This meeting will not be available via Zoom. The attendees are limited to the Board, the District Manager, District Counsel, and a court reporter. However, the minutes will become public record once litigation is completed.

District Manager – No report.

Club Management – Mr. Fetsick gave an overview of the Monthly Discussion and Analysis Report for the Club. He noted the focus points for summer are engagement and how to expand the offerings of the Club to more members.

There was brief discussion regarding member access vs. public access in regard to events that sell out. Mr. Fetsick noted those events have a waitlist and are not open to the public until a week before the actual event. Mr. Fetsick also gave an overview of the costs related to the events. He noted that he will follow up with the costs incurred just for opening up the restaurant each day.

Mr. Fetsick noted there will be adjusted summer hours starting in June. Activity is starting to slow down. There will be continued monthly trivia, monthly bingo, and monthly wine events. The truck event also went well. He noted The Meadows Club has closed and ICON has purchased it. This is something to be aware of. There was discussion regarding the performance of clubs in the area.

Mr. Fetsick gave an update on the upgrades and renovations of the golf course. He also gave an update on memberships and revenues. There was brief discussion regarding those that are on the membership waitlist.

Ms. Dickson recommended putting any unnecessary spending on hold due to seasonal timing.

FOURTH ORDER OF BUSINESS

Business Matters

Presentation from Phillips Feldman Group and Acceptance of FY 2024 Audit Report

Mr. Phillips gave an overview of the Fiscal Year 2024 Audit Report, which included the breakdown of each fund. He noted there will be a revision on page 41 regarding the budget. He reviewed compliance with laws and regulations. Within the overview, Mr. Phillips reviewed

assets and liabilities, the statement of activities, the balance sheet, revenues and expenses, reconciliation, investment and growth, membership dues, club costs, capital, the budget to actual, etc. This was a clean and standard audit.

The Board reviewed and discussed the drafted report. Ms. Dickson recommended reviewing the Beekman Club report as a comparison. Mr. Fetsick will send that out to the Board.

Mr. Phillips noted there are three issues facing the industry right now: capital, staffing, and programs.

Mr. Fetsick noted there needs to be a \$6,000.00 adjustment on the budget to actual variance.

There was discussion regarding budget reconciliation for the internal budget to the audit financial statements. It was noted a bridge form would be done to make sure they reconcile accordingly.

ON MOTION by Mr. Murphy, second by Mr. Piersons, with all in favor, the Board of Supervisors for the University Park Recreation District accepted the FY 2024 Audit Report subject to amended change as noted.

Discussion Pertaining to the Series 2024 Note Repayment / Extension

Mr. Dennis gave an overview of the Series 2024 note repayment and extension. He noted he has been in communication with Regions to obtain the flexibility of extending the note and the costs related to that extension. Regions has asked for the status of the litigation, which was provided. Mr. Dennis is awaiting a response from Regions, along with the term sheet. This should be received by the end of the week or next week at the latest. This will then be shared with the Board.

Ms. Dickson noted this is related to a payment that is coming due on the bond anticipation note that was taken out to repair the irrigation system. This request is to get an extension on that payment, but there will be costs associated with that extension. It was noted this originally was a 2-year loan. Mr. Dennis noted the request is for a 1-year extension.

Mr. Fetsick gave an overview of the process and reasoning for the timing. Ms. Dickson noted that the possible assessment cost was previously distributed to homeowners.

The Board discussed the financials, the timing, and the bond funds. It was noted the matured principal is \$5,000,000.00.

Ms. Carvalho gave an overview of the range and breakdown of assessments. It was noted the range of assessments related to this is approximately from \$3,500.00 - \$10,000.00, if the bond funds do not come through.

There was discussion regarding the process of assessments and the timing. It was noted the deadline to make a final decision is July 15, 2025.

Ms. Dickson requested a detailed synopsis to be sent out to residents to answer questions and give all necessary information. Mr. Fetsick confirmed.

It was noted that the assessments are half fixed and half portioned to the home value.

Consideration of Resolution 2025-11, Approving a Preliminary Enterprise Fund (Country Club) Budget for Fiscal Year 2026 and Setting a Public Hearing Date

Mr. Fetsick gave an overview of the preliminary Enterprise Fund budget and the process of creating the budget. It was noted the rolling 12-month numbers are consistently updated each month. Mr. Fetsick provided an Executive Summary of the budget that included the Fiscal Year 2025 Budget, the Fiscal Year 2025 forecast, and the Fiscal Year 2026 Proposed Budget. The current budget does not reflect the presented Business Plan. Mr. Fetsick also gave an overview of the total revenue breakdown. It was noted that the Golf Operations revenue included: public green fees, member cart fees, and trail fees.

Mr. Fetsick gave a total expense breakdown and reviewed the key assumptions for membership dues. There was discussion regarding the membership dues increase and capital dues. Mr. Fetsick noted the increase is conservative compared to other clubs and the social membership is underpriced. It was recommended to increase capital dues more.

Mr. Fetsick gave an overview of the cost of running the Country Club and noted that in the last 5 years the cost of running a country club has gone up more than the cost of the social memberships have. Ms. Dickson requested the numbers for this cost comparison and discussion at the upcoming workshop. Mr. Fetsick will follow up. The final dues increase will be decided for the final budget.

Mr. Fetsick reviewed the initiation fees, capital funding, and capital dues. It was noted the initiation fees go into capital. Mr. Fetsick also reviewed the key assumptions for golf operations, dining operations, and labor.

The Board discussed the preliminary Enterprise Fund Budget.

Ms. Carvalho gave an overview of the process for approving the budget.

The Board agreed to hold the Public Hearing on August 12, 2025, at 1:00 p.m., at the same location.

Consideration of Resolution 2025-12, Approving Preliminary General Fund & Debt Service Budgets for Fiscal Year 2026 and Setting a Public Hearing Date

Mr. Fetsick gave an overview of the preliminary General Fund and Debt Service Budgets. This also included an overview of the proposed Capital Irrigation Budget for Fiscal Year 2026 based on the Series 2024 Note Special Assessments.

ON MOTION by Mr. Murphy, second by Mr. Heitzner, with all in favor, the Board of Supervisors for the University Park Recreation District approved Resolution 2025-11, Approving a Preliminary Enterprise Fund (Country Club) Budget for Fiscal Year 2026 and Resolution 2025-12, Approving the Preliminary General Fund and Debt Service Budgets for Fiscal Year 2026, and Setting the Public Hearing Date for both for August 12, 2025, at 1:00 p.m.

Mr. Huebner requested financials and budget to be sent out 30 days in advance in order for the Board to have appropriate time to review before approval.

Consideration of Willis Smith Contract for Construction Management Services

Ms. Dickson gave an overview of the construction management services that will be needed.

Mr. Heitzner requested a meeting with Willis Smith prior to approving the contract. Mr. Fetsick will work on getting the meeting scheduled.

There was brief discussion regarding the Board's choice of Willis Smith.

It was noted that June 13, 2025, is the next Board Meeting.

Consideration of Resolution 2025-13, Finance Committee

Ms. Dickson gave an overview of the Finance Committee resolution and gave an overview of the documents relating to the committee. She noted the committee documents have been reviewed by Mr. Barnebey.

There was discussion regarding the term length and policies for those serving on the committees. It was noted a committee member must be a resident owner and a member in good standing. It was decided there would need to be a simple majority for voting purposes within the committees. Mr. Huebner recommended noting the split between the RD and the UPCA for the Finance Committee members.

It was noted the documents can be updated as needed per committee feedback.

Consideration of Resolution 2025-14, Strategic Planning Committee

ON MOTION by Mr. Heitzner, second by Mr. Murphy, with all in favor, the Board of Supervisors for the University Park Recreation District approved Resolution 2025-13, Finance Committee, and Resolution 2025-14, Strategic Planning Committee.

Update Regarding Appointment of Members to the Finance & Strategic Planning Committees

It was noted the call went out for volunteers and several submissions have been received. Ms. Carvalho is reviewing the submissions as they come in.

The Board discussed the deadline for submission. The Board decided the deadline for submission would be May 30, 2025. All submissions will be sent to the Board for review by June 3, 2025. The Board will select the committee members on June 13, 2025.

Review of Letter from Supervisor of Elections, Manatee County

Ms. Carvalho noted this letter states the number of registered voters in the District.

There was discussion regarding renter voting rights and proxies. Mr. Barnebey gave an overview of the requirements and the various elections. It was noted that proxies are allowed at this time.

Ms. Dickson requested a page of various elections and how many votes are per household for those elections. Mr. Barnebey will follow up. It was noted it is a lengthy process to change anything within the Charter.

ON MOTION by Mr. Heitzner, second by Mr. Murphy, with all in favor, the Board of Supervisors for the University Park Recreation District accepted the Letter from Supervisor of Elections, Manatee County.

Review of 2026 Election Procedures

Mr. Barnebey gave an overview of the 2026 Election Procedures. This was based on recommendations and feedback from Mr. Makosky and his committee. There will be updates to the role of Election Chair and the implementation of a registration system. Correspondence will be sent out to confirm residence by October 1 and registration will be due December 31. There will be two candidate forms and an official ballot form.

The Board reviewed the ballot policies and procedures. This information will be on the website by December 31.

Mr. Barnebey noted the voting and ballot management system will be implemented. He continued to review the procedures.

There was discussion regarding ballots and the ballot box. It was noted the box will not be available on the day of voting. This also included discussion on absentee ballots.

The Board also discussed the timing of ballots and candidate forms. Mr. Murphy recommended shifting everything back one week.

This will be brought back before the Board in a resolution once everything is finalized.

Mr. Makosky recommended keeping the mail-in voting process. He also gave an overview of the process to create an eligible voter database. He also discussed membership as it related to the committees. He noted that a resident, according to the Charter, is someone who has lived at the address for at least 183 days in the last 12 months. However, this eliminates 170 Canadians that are in the community.

Ms. Dickson thanked Mr. Makosky for his hard work. The Board discussed the differences between residents and Residents. It was noted “R” Resident relates to anyone living in their home for at least 183 days, where “r” resident is anyone living in the community regardless of the 183 day requirement. It was notated the difference in the resident definition as it relates to the upper “R” for Resident and lower case “r” for resident.

FIFTH ORDER OF BUSINESS

District Financial Matters

Ratification of Payment Authorization Nos. 137 -138

Mr. Fetsick gave an overview of the payment authorizations.

ON MOTION by Mr. Piersons, second by Mr. Murphy, with all in favor, the Board of Supervisors for the University Park Recreation District ratified Payment Authorizations Nos. 137-138.

Supervisor Requests and Public Comments

The upcoming workshops and meetings were noted.

Date	Meeting Type	Time	Location	Note
June 3, 2025	Workshop Meeting	2:00 PM	University Park	Business Offices
June 13, 2025	BOS	1:00 PM	University Park	Business Offices

It was noted there is also a Special Board Meeting and Shade Meeting on May 28, 2025.

Mr. Piersons requested an update on the Ethics Committee communication. Ms. Dickson noted she just heard back and will send that out.

Mr. Hausman sent in an email comment. The email had already been reviewed by the Board and included as part of the record keeping.

Mr. Matt commented regarding election procedures. He recommended sending out the volunteer-call to the community, instead of having the Election Chair choose. He had a comment regarding the ballot procedures and recommended counting ballots that have writing beyond the vote. He also discussed ballot reconciliation and the database. He agreed that all voters should be tagged to a property address. He further discussed the litigation.

There were no further Supervisor requests or public comments.

SIXTH ORDER OF BUSINESS**Adjournment**

Ms. Dickson requested a motion to adjourn.

ON MOTION by Mr. Murphy, second by Mr. Piersons, with all in favor, the May 22, 2025, University Park Recreation District Board of Supervisors Meeting was adjourned at 5:29 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

MINUTES OF MEETING

UNIVERSITY PARK RECREATION DISTRICT SPECIAL BOARD OF SUPERVISORS & ATTORNEY CLIENT SESSION MEETING

Wednesday, May 28, 2025

11:00 A.M.

**Laurie Evans Room in the Business Offices
8301 The Park Boulevard, University Park, FL 34201**

Board Members present in person or via phone:

Sally Dickson	Chairperson
Steve Heitzner	Vice Chairperson
Rusty Piersons	2 nd Vice Chairperson
David Murphy	Treasurer
Scott Huebner	Assistant Secretary

Also, Present in person or via phone:

Vivian Carvalho	District Manager - PFM Group Consulting LLC
Mark Barnebey	District Counsel - Blalock Walters
Fred Moore	District Counsel - Blalock Walters
Sharon Butler	Court Reporter

FIRST ORDER OF BUSINESS

Organizational Matters

Call to Order and Roll Call

The meeting was called to order at 11:09 a.m. by Ms. Dickson. Those in attendance are outlined above. There were no comments from the Public in person or via phone.

Attorney-Client Session Meeting Discussion on Appeal Process / Litigation

Mr. Barnebey provided a framework of the attorney-client session and the purpose of the shade meeting. He stated on the record this is a Special Meeting and Shade Meeting (a.k.a.) Attorney / Client Session in Reference to Appeal Process / Litigation of the Board of Supervisors and for the University Park Recreation District. A meeting will be held under the Attorney/Client Session provisions available under Florida's Sunshine Law, Section 286.011(8), Florida Statutes, on May 28, 2025, and beginning at 11:00 a.m. and lasting approximately one (1) hour at the request of the District's Counsel. This meeting shall be held at the Business Offices located at 8301 The Park Blvd, University Park, FL 34201. This meeting shall commence at an open meeting and then

will move into an Attorney/Client Session limited in attendance to the University Park Recreation District's Counsel Mark Barnebey and Fred Moore, who will meet in private with the District Board of Supervisors (Sally Dickson, Steve Heitzner, David Murphy, Russell Piersons, Scott Huebner), District Manager (Vivian Carvalho) and a court reporter who will transcribe the full proceedings to be made part of the public record for release at the conclusion of the litigation for the purpose of discussing: Dean K. Matt v. University Park Recreation District (Supreme Court Case SC2024-0990). At the conclusion of the private portion of the meeting, the meeting will continue in public.

On MOTION by Ms. Dickson, seconded by Mr. Piersons, the Special Board of Supervisors Meeting of the University Park Recreation District was recessed at 11:11 a.m.

The Special Board of Supervisors Meeting of the University Park Recreation District was reconvened at 12:26 p.m.

SECOND ORDER OF BUSINESS

Adjournment

Mr. Barnebey stated that no action was required by the Board at this time.

The Special Board of Supervisors Meeting of the University Park Recreation District was adjourned at approximately 12:27 p.m.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson



University Park Recreation District

Staff Reports

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

Summary

While club operations continue through the summer months, albeit with fewer events & members, the Team's focus shifts towards preparing for the upcoming season, facility repairs & maintenance and cleaning, staff training & development, among other items.

Baby News!

Congratulations to Membership Director, Merci Harrod, on the birth of her son Maddox Staerling Harrod born on Monday, June 9th. Mom, baby and family are all doing well.

Golf Operations

Curtis to give a verbal update on the back-9 golf course project, which is moving along swiftly.

The Public and Guest rates will be decreasing on Wednesday, June 18th. Morning rates, which are charged until 12:00pm, will be \$109, between 12pm-2pm will be \$89 and after 2pm will be \$75. Despite the modest decreases, these rates remain at the high end of our competition.

Racquets & Fitness

Tim Irwin, our Head Pickleball Professional, announced his resignation last month. Tim accepted a new role closer to home, giving him more time with his wife and family. We sincerely thank Tim for his dedication and the positive impact he made on our pickleball community. His last day was Monday, May 26, during the Memorial Day Pickleball event. Dallas Burko will continue in his capacity as a Pickleball Professional.

Summer Memberships for Racquets have hit 48, highest since 2019. We have seen an uptick since the closure of The Meadows.

Upcoming Racquets events include a Wimbledon Garden Party on Monday and an Independence Day Doubles Mixer & PB Round Robin.

Suzanne and her team of Fitness Instructors continue to provide a wide variety of daily fitness classes including Pilates, Yoga, Aquatics, and TRX. Private Lessons also continue to gain in popularity. In addition, there is a complimentary Independence Day "warm-up" event which is open to all Members.

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

Membership

		Full	Racquets	Social	Net Change in Memberships	Trial Full	Trial Rac/Fit	Trial Fit/Soc	Trial Social	Sum Golf	Sum Tennis	Wait List
2024 Totals 12/31/24		445	108	786	1339	2	0	0	2	0	0	9
January		-1	1	0	0	3						
February		-4	1	3	0							
March		1	2	-6	-3	-2		2	-2			-2
April		2	1	4	7	-3				41	14	-6
May		5	-1	-1	3			-2		29	33	
NEW June	6/5	-1	1	-1	-1					-1	1	
Total Members		447	113	785	1345	0	0	0	0	69	48	1
Social Access		98	30		128							
Fitness		21	1	131	153							
Range			10	59	69							
Twilight Tennis				23	23							
Pickleball		2		55	57							
Total Passes					430							

*135 grandfathered non-members (-2 to prior month), 199 grandfathered members (flat to prior month)

**302 non-resident memberships (+2 to prior month)

***Official Waitlist, after requiring the deposit, stands at 1.

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

Statements of Operations (as of April 30, 2025):

UNIVERSITY PARK COUNTRY CLUB & RD					
SEVEN MONTHS ENDING APRIL 30, 2025					
<i>(in thousands)</i>					
SUMMARY STATEMENT OF OPERATIONS	FY2025				
Description	YTD Actual	YTD Budget	YTD Variance		
<u>REVENUE:</u>					
MEMBERSHIP DUES	\$ 3,450	\$ 3,436	\$ 14		
GOLF OPERATIONS	2,479	2,815	(336)	(a)	
RACQUETS & FITNESS CENTRE	129	97	32		
DINING OPERATIONS	2,172	2,315	(143)	(b)	
OTHER INCOME	11	4	7		
TOTAL REVENUE	\$ 8,240	\$ 8,667	\$ (427)		
<u>EXPENSES:</u>					
GOLF OPERATIONS	\$ 1,063	\$ 1,151	\$ (87)	(c)	
RACQUETS & FITNESS CENTRE	353	374	(21)		
DINING OPERATIONS	2,752	3,051	(298)	(d)	
GOLF COURSE MAINTENANCE	2,029	1,935	94		
GENERAL & ADMIN	1,399	1,491	(92)	(e)	
TOTAL DIRECT EXPENSES	\$ 7,596	\$ 8,001	\$ (405)		
OPERATING INCOME/(LOSS)	\$ 644	\$ 666	\$ (22)		
<u>CAPITAL ALLOCATION:</u>					
INITIATION FEES & OTHER	\$ 407	\$ 741	(335)	(f)	
OUTSIDE GOLF -CAPITAL ALLOCATION	176	202	(26)		
CAPITAL DUES	220	219	1		
TOTAL CAPITAL ALLOCATION	\$ 803	\$ 1,162	\$ (359)		
MILTON EXPENSE (NOT INCLUDED ABOVE)	\$ 304				(g)
LESS : INSURANCE PROCEEDS	\$ (65)				
TOTAL MILTON EXPENSE	\$ 240				

- (a) Golf Operations are \$336k unfavorable to budget primarily due to Hurricane Milton (\$150k), less than favorable weather conditions during season, and lower Pro Shop sales/foot traffic (\$39k).
- (b) Dining Operations are \$143k unfavorable budget primarily due to Hurricane Milton (\$71k) and reduced foot traffic from golf operations.
- (c) No LPGA Pro hired, Pro Shop COGS, Credit Card Fees
- (d) COGS Control, less Temp Labor, less Spoilage, limited linens

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

- (e) Delayed Accountant hire, Maintenance labor, Credit Card Fees
- (f) Non-resident, Full Member Waitlist + fewer home sale turnover
- (g) Hurricane Milton related expenses excluded from Operating P&L. Currently working with Insurance and FEMA to seek reimbursement.

Statement of Cash Flows (as of April 30, 2025):

<i>(In Thousands)</i>	APRIL		
	MTD	YTD	
Cash Flows From Operating Activities:			
Cash Receipts From Members & Customers	\$ 1,033	\$ 10,184	
Cash Payments To Vendors & Suppliers	(482)	(3,833)	
Cash Payments To PBM Employees	(525)	(4,132)	
Net Cash Provided (Used) By Operating Activities	\$ 27	\$ 2,219	(a)
Cash Flows From Capital And Other Non-Operating Activities:			
Initiation Fees	\$ 186	\$ 382	
Capital Dues	11	341	
Purchase Of Equipment & Capital Projects	(3)	(1,952)	(b)
Transfer To/From General & Capital Funds	-	2,174	(c)
Insurance Proceeds	65	65	
Hurricane Milton	(3)	(304)	
Interest From Investments	25	27	
Net Cash Provided (Used) By Capital And Other Non-Operating Activities	\$ 280	\$ 733	
Net Increase (Decrease) In Cash	\$ 307	\$ 2,952	
Cash At Beginning Of Period	\$ 3,805	\$ 1,160	
Cash At End Of Period	\$ 4,112	\$ 4,112	
Capital Account Balance	\$ 958	\$ 958	
Operating Account Balance	3,148	3,148	
Other (Petty Cash)	6	6	
Cash At End Of Period	\$ 4,112	\$ 4,112	

- (a) Net operating cash flow is positive for April, year-to-date will continue to be positive due to the receipt of annual dues at the beginning of the fiscal year.
- (b) \$2m of outflows for capital projects, covering final payments related to the Irrigation Project, Pro Shop Renovation, and Short Game/Practice Area Renovations.
- (c) Transfers include outflows of -\$126k to the General Fund as well as inflows of \$2.35m from the Bond Anticipation Note (BAN).

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

Revenue Flash Report (as of May 31, 2025):

(in thousands)	May			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
MEMBERSHIP DUES	\$ 532	\$ 542	\$ (10)	\$ 3,982	\$ 3,978	\$ 4
GOLF OPERATIONS	238	328	(90)	2,717	3,172	(455) (a)
RACQUETS & FITNESS	13	11	1	141	108	33
DINING OPERATIONS	243	249	(6)	2,415	2,564	(148) (a)
OTHER INCOME	0	0	0	11	4	7
TOTAL OPERATING REVENUE:	\$ 1,026	\$ 1,130	\$ (104)	\$ 9,266	\$ 9,826	\$ (560)
CAPITAL ALLOCATION:						
INITIATION FEES & OTHER	\$ 160	\$ 3	\$ 158	\$ 567	\$ 744	\$ (177) (b)
OUTSIDE GOLF -CAPITAL ALLOCATION	14	29	(15)	190	202	(12)
CAPITAL DUES	32	33	(0)	252	251	1
TOTAL CAPITAL ALLOCATION:	\$ 207	\$ 64	\$ 143	\$ 1,010	\$ 1,197	\$ (188)
TOTAL REVENUE:	\$ 1,233	\$ 1,194	\$ 38	\$ 10,276	\$ 11,023	\$ (748)

- (a) Golf Operations and Dining are \$455k and \$148k unfavorable to budget, primarily due to Hurricane Milton and fewer outside rounds than budgeted in November through May contributing further to the unfavorable variance.
The May Budget also didn't contemplate the renovation of the back-9 project which reduces our revenue potential.
- (b) Initiation fees were \$177k unfavorable to budget due to lower than budgeted and historical real estate turnover.

Rounds of Golf (as of May 31, 2025):

	May			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
Member Rounds	3,357	4,567	(1,210)	32,278	36,580	(4,302)
Outside Rounds	2,263	3,490	(1,227)	19,815	23,407	(3,592)
	5,620	8,057	(2,437)	52,093	59,987	(7,894)

Rounds of Golf (as of May 31, 2024):

	May			YTD		
	Actual	Budget	Variance	Actual	Budget	Variance
Member Rounds	4,281	4,086	195	35,597	36,418	(821)
Outside Rounds	2,730	2,653	77	23,677	25,824	(2,147)
	7,011	6,740	271	59,274	62,241	(2,967)

University Park Recreation District
Management Discussion & Analysis Report
As of May 31, 2025

Statement of Cash Flows – Forecast:

<i>(In Thousands)</i>	September	
	2024	2025
Cash Flows From Operating Activities:		
Cash Receipts From Members & Customers	\$ 12,914	\$ 13,301
Cash Payments To Vendors & Suppliers	(5,775)	(5,751)
Cash Payments To PBM Employees	(6,643)	(7,247)
Net Cash Provided (Used) By Operating Activities	\$ 495	\$ 303
Cash Flows From Capital And Other Non-Operating Activities:		
Initiation Fees	\$ 1,278	\$ 542
Capital Dues	348	388
Purchase Of Equipment & Capital Projects	(5,065)	(3,060) (a)
Loss on Equipment Disposals	(3)	-
Transfer To/From General & Capital Funds	1,204	2,174
Insurance Proceeds	-	143
Hurricane Milton	-	(304)
Interest From Investments	20	42
Net Cash Provided (Used) By Capital And Other Non-Operating Activities	\$ (2,218)	\$ (75)
Net Increase (Decrease) In Cash	\$ (1,723)	\$ 229
Cash At Beginning Of Period	\$ 2,882	\$ 1,160
Cash At End Of Period	\$ 1,160	\$ 1,389
Capital Account Balance	\$ 4	\$ 323
Operating Account Balance	1,150	1,060
Other (Petty Cash)	6	6
Cash At End Of Period	\$ 1,160	\$ 1,389

(a) Outflows of \$3.06m includes \$2m of outflows for final payment of projects at the beginning of the fiscal year and projections of \$1.1m for Back 9 project.



University Park Recreation District

Series 2024 Note Follow-up



University Park Recreation District

Series 2024 Bond Anticipation Note Preliminary Financing Options

June 13, 2025



PFM Financial Advisors LLC 200 S. Orange Ave

Suite 760

Orlando, FL 32801

786.671.7480

pfm.com



Summary

- The District's \$5,000,000 Bond Anticipation Note, Series 2024 ("BAN"), issued to finance irrigation improvements to the golf course, is set to mature on August 12, 2026
 - The current drawn balance of the BAN is ~\$3,960,000
 - The BAN has a variable rate that adjusts monthly (~4.22% as of 6/1/2025)
 - Interest on the BAN is capitalized, meaning draws are made on the BAN to pay for accrued interest, increasing the drawn balance by the interest amount due
- As it stands, the District has 4 options as it pertains to the repayment of the BAN
 - Scenario 1: Repay the BAN at maturity
 - Scenario 2: Extend the BAN's maturity by 1-year, and then repay at maturity¹
 - Scenario 3: Extend the BAN's maturity by 1-year, and then issue bonds to repay the BAN^{1&2}
 - Scenario 4: Issue bonds to repay the BAN²
- The District cannot proceed with the issuance of bonds under Scenarios 3 & 4 until a ruling is made by the court

¹Contingent upon formal credit approval from Regions Bank

²Contingent upon court ruling



Scenarios Summarized

◆ Scenario 1: Repay the BAN at maturity

- Results in one-time assessment levied upon residents
- More capacity for other projects due to less capitalized interest

◆ Scenario 2: Extend the BAN's maturity by 1-year, and then repay at maturity¹

- Results in one-time assessment levied upon residents
- Less capacity for other projects due to more capitalized interest

◆ Scenario 3: Extend the BAN's maturity by 1-year, and then issue bonds to repay the BAN^{1&2}

- Avoids the one-time assessment levied upon residents
- Less capacity for other projects due to more capitalized interest

◆ Scenario 4: Issue bonds to repay the BAN²

- Avoids the one-time assessment levied upon residents
- More capacity for other projects due to less capitalized interest

¹Contingent upon formal credit approval from Regions Bank

²Contingent upon court ruling



Resolution 2024-25

- Scenarios 1 & (2) – repay the (extended) BAN at maturity, would result in a one-time assessment to residents, per Resolution 2024-25, which can be found and read in detail on the District’s website
 - Archives > Passed Resolutions
- The calculation of the one-time assessment utilizes a 50/50 methodology, which includes a base rate plus a variable rate (based on the market value of said property). To the right is an excerpt of Table 4 from the Supplemental Assessment Methodology Report, Series 2024 Note (Exhibit C of Resolution 2024-25)

Category	Amount ¹
Debt Service	\$5,000,000.00
Administrative Collection Cost	\$376,344.09
Total Annual Assessment	\$5,376,344.09
50% of Annual Assessment ²	\$2,688,172
Number of Homes	1,202
Base Rate per Home²	\$2,236.42
Total Rate per Home	
Maximum	\$10,664.84
Minimum	\$2,628.25
Average	\$4,472.83
Median	\$4,290.78

¹Assumes BAN is fully drawn at time of repayment

²Includes administrative costs



Scenarios 1 & (2) – Repay the (extended) BAN at maturity

- Scenarios 1 & 2 would be a result of the District's inability to issue long term debt to retire the BAN
- Scenario 1 is the District's current course of action
- Scenario 2 (extension of the BAN's maturity by 1-year) is dependent on receipt of formal credit approval from Regions Bank. Regions is currently working through its internal process to offer an extension
- Under each scenario, the District has an undrawn balance on the BAN of ~\$1,030,000.
 - PFM has prepared a preliminary cash flow analysis to project use of the remaining capacity
 - Since the rate is variable, also provided is a sensitivity analysis assuming a rate of 5.25%

Preliminary Cash Flow Analysis – Remaining Capacity of the 2024 BAN ¹				
Category	Scenario 1		Scenario 2	
Interest Rate	4.22%	5.25%	4.22%	5.25%
Draw Capacity Immediately (7/12/2025)	\$795,243	\$737,795	\$598,359	\$496,688
Draw Capacity at Maturity	\$830,008	\$777,956	\$648,610	\$548,198
Difference	(\$34,765)	(\$40,162)	(\$50,252)	(\$51,510)
Total CAPI if drawn immediately	\$240,972	\$298,420	\$437,856	\$539,526
Total CAPI if drawn at maturity	\$206,206	\$258,258	\$387,604	\$488,017

¹Assumes BAN is fully drawn at time of repayment

~4.22% is the variable rate as of 6/1/2025 calculated at (1M SOFR * 79%) + 0.80%



Scenarios (3) & 4 - Repay the (extended) BAN with Long-term Bonds

- Scenarios 3 & 4 would be a result of the court ruling in favor of the District, permitting the issuance of long-term bonds to retire the BAN
- Scenario 3 assumes a successful 1-year extension of the BAN, to then be retired by long-term bonds
- Scenario 4 assumes the District receives a favorable ruling **on/before July 15th**, allowing the District to proceed with long-term bonds
- Each of these scenarios allows the District to **avoid** levying the one-time assessment
 - Instead, debt from the issuance of long-term bonds would be spread amongst annual payments (typically 30 years) like the District's Series 2019 Bonds. Annual assessments would be determined at the time of pricing and subject to current market conditions

Preliminary Cash Flow Analysis – Remaining Capacity of the 2024 BAN ¹				
Category	Scenarios 1 & 4		Scenarios 2 & 3	
Interest Rate	4.22%	5.25%	4.22%	5.25%
Draw Capacity Immediately (7/12/2025)	\$795,243	\$737,795	\$598,359	\$496,688
Draw Capacity at Maturity	\$830,008	\$777,956	\$648,610	\$548,198
Difference	(\$34,765)	(\$40,162)	(\$50,252)	(\$51,510)
Total CAPI if drawn immediately	\$240,972	\$298,420	\$437,856	\$539,526
Total CAPI if drawn at maturity	\$206,206	\$258,258	\$387,604	\$488,017

¹Assumes BAN is fully drawn at time of repayment

~4.22% is the variable rate as of 6/1/2025 calculated at (1M SOFR * 79%) + 0.80%



Payment provisions of the BAN

◆ Repayment of the BAN

- Interest on the BAN is payable on the outstanding principal amount, semi-annually, on February 12 and August 12
- These payments may be made through a draw on the BAN (capitalized interest), or with funds on hand
- The balance of the BAN shall be due and payable in full in a single payment on August 12, 2026

◆ Prepayment of the BAN

- The BAN shall be subject to prepayment in **whole** on **any date** at the option of the District, at a prepayment price equal to the outstanding amount including accrued interest



Preliminary Cash Flow Analysis through January 2026 & 2027

- The prior slides assume the BAN to be fully drawn (\$5,000,000) and the projected capitalized interest to be paid at maturity (August 2026 or August 2027)
- At request of the Board, we have run the same analysis, but instead show the cash flows through January 2026 (if no extension) and January 2027 (if extension), ultimately resulting in less capitalized interest

Preliminary Cash Flow Analysis – Remaining Capacity of the 2024 BAN ¹				
Category	Scenarios 1 & 4 (through January 2026)		Scenarios 2 & 3 (through January 2027)	
Interest Rate	4.22%	5.25%	4.22%	5.25%
Draw Capacity Immediately (7/12/2025)	\$913,977	\$884,384	\$712,200	\$635,797
Draw Capacity on January 2026	\$932,351	\$906,528		
Draw Capacity on January 2027			\$755,352	\$683,684
Difference	(\$18,374)	(\$22,144)	(\$43,153)	(\$47,888)
Total CAPI if drawn immediately	\$122,237	\$151,830	\$324,015	\$400,418
Total CAPI if drawn January 2026	\$103,864	\$129,687		
Total CAPI if drawn January 2027			\$280,862	\$352,530

¹Assumes BAN is fully drawn at time of repayment

~4.22% is the variable rate as of 6/1/2025 calculated at (1M SOFR * 79%) + 0.80%



Future Projects

- ◆ Per request of the board, we were asked about the feasibility of a line-of-credit
- ◆ A line of credit was previously explored as a financing alternative for the District's irrigation repairs
 - Ultimately the District moved forward with a request for proposals for it's current BAN, structured with the similar draw flexibility as a line of credit
 - District issuance enabled the BAN to be tax-exempt
- ◆ If the District were to explore financing alternatives for future projects, it would need to go through all the necessary approvals as deemed necessary by District Counsel & Bond Counsel
 - This is true for a bank loan, public bond, bond anticipation note/line of credit, etc.



Upcoming Key Dates

- ◆ **June 13, 2025 – Board Meeting**
- ◆ July 1, 2025 – Board Workshop
- ◆ **July 11, 2025 – Board Meeting**
- ◆ July 29, 2025 – Board Workshop
- ◆ **August 8, 2025 – Board Meeting**
- ◆ September 2, 2025 – Board Workshop
- ◆ **September 12, 2025 – Board Meeting**
- ◆ September 30, 2025 – End of District Fiscal Year
- ◆ August 12, 2026 – Maturity of Series 2024 BAN



University Park Recreation District

Board Supervisors Input on
Business Advisory Group Plan



University Park Recreation District

Consideration of Willis Smith Contract
for Construction Management Services

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the January day of 17th in the year 2025
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

University Park Recreation District
7671 The Park Boulevard
University Park, FL 34201

and the Construction Manager:
(Name, legal status, address, and other information)

Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd., Suite 100
Sarasota, FL 34240

for the following Project:
(Name, location, and detailed description)

University Park Recreation District
Phased Project:
Kitchen Renovation & Expansion – November 2025;
Activity & Administration Centre & Parking – Summer 2026
Fitness Centre Renovation – November 2026
Parking Space Expansion & Demobilization – November 2026
University Park Country Club
7671 The Park Boulevard
University Park, FL 34201

The Architect:
(Name, legal status, address, and other information)

Hoyt Architects
1527 2nd Street
Sarasota, FL 34236

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

The Owner's program will be determined through the development and finalization of architectural drawings and scope of work, which are currently pending.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

Phased Project: University Park Country Club
Kitchen Renovation & Expansion – November 2025;
Activity & Administration Centre & Parking – Summer 2026
Fitness Centre Renovation – November 2026
Parking Space Expansion & Demobilization – November 2026

Init.

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

The Owner's budget shall be set forth in the Guaranteed Maximum Price, which shall be agreed upon by the parties, and set forth in a GMP Amendment to this Agreement.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD__ from the date of execution of this Agreement.

.2 Construction commencement date:

Will be set forth in the Guaranteed Maximum Price Amendment, established as follows:

The latter of the following dates:

- (a) The date of execution of the Guaranteed Maximum Price Amendment to this Agreement;
- (b) 15 days after permits(s) have been issued by the governing municipality;
- (c) The date upon which the Owner provides the Construction Manager with evidence of sufficient financing for the completion of the project; or
- (d) The date upon which the Owner issues a Notice to Proceed.

.3 Substantial Completion date or dates:

Will be set forth in the Guaranteed Maximum Price Amendment.

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

N/A

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234-2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234-2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

None at this time.

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Init.

TBD
University Park Recreation District
7671 The Park Boulevard
University Park, FL 34201

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

Mike Beaumier, President
Osprey Consulting, LLC
741 S. Orange Avenue
Sarasota, FL 34236

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

TBD, if required for permitting.

.2 Civil Engineer:

TBD, if required for permitting.

.3 Other, if any:

(List any other consultants retained by the Owner, such as a Project or Program Manager.)

TBD

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

TBD
Hoyt Architects
1527 2nd Street
Sarasota, FL 34236

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

F. John LaCivita, CEO / President and/or
Taylor Aultman, Vice President
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd., Suite 100
Sarasota, FL 34240

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

None

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

None

Init.

§ 1.1.15 Other Initial Information on which this Agreement is based:

None

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Qualifications (the "RFQ"), Construction Manager's response to the RFQ, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.

In the event of a conflict or inconsistency among the Contract Documents, the following order of precedence shall govern:

1. AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, and its attached Exhibits;
2. AIA Document A201-2017, General Conditions of the Contract for Construction;
3. Request for Qualifications (RFQ); and
4. Construction Manager's Response to the RFQ (CM Response).

Each document is incorporated by reference and shall be interpreted in accordance with this hierarchy to the extent of any conflict or inconsistency between them. Provisions in a higher-priority document shall supersede and take precedence over provisions in a lower-priority document.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™-2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201-2017, which document is incorporated herein by reference. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

Init.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggest alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental authorities. Should the Owner, which is a public entity, contend that any of its ordinances, rules, or regulations which are not listed in the RFQ apply to the Construction Manager's Work, Owner shall identify them in Exhibit C. If no Exhibit C is attached, compliance with such

ordinances, rules, or regulations shall entitle Construction Manager to an equitable adjustment in the Guaranteed Maximum Price.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

None

§ 3.2 Guaranteed Maximum Price Proposal

(Paragraph deleted)

§ 3.2.1. The Guaranteed Maximum Price shall be determined after completion of the plans and specifications by the Architect and the Subcontractor's bids are received by the Construction Manager, which Guaranteed Maximum Price shall be set forth in the GMP Amendment to this Agreement. The guaranteed Maximum Price shall be the sum of the Construction Manager's estimate of the Cost of the Work, any contingencies described in Section 3.2.4 and the Construction Manager's Fee, and shall be submitted to the Owner for review and acceptance prior to incorporation into the Agreement. A portion of the General Requirements and General Conditions may be Lump Sums to be identified in the GMP.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- .1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- .2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- .3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- .4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- .5 A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 **Structural and Environmental Tests, Surveys and Reports.** During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201-2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 **Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, which may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B103™-2017, Standard Form of Agreement Between Owner and Architect, , including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this

Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Preconstruction Services shall be calculated at the rate of 1% of the Cost of the Work.

§ 5.1.2 The hourly billing rates* for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate
Project Executive	\$164.00
Preconstruction Director	\$155.00
Preconstruction Project Manager	\$123.00
Assistant Preconstruction Project Manager	\$ 98.00
Preconstruction Administrator	\$ 68.00

*Hourly billing rates for Preconstruction Services personnel are subject to change annually. See attached Staffing Rate Schedule attached hereto as Exhibit "D."

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

(Paragraph deleted)

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable in accordance with Florida's Prompt Payment Law, upon presentation of the Construction Manager's invoice. Amounts unpaid fifty (50) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

(Insert rate of monthly or annual interest agreed upon.)

Two Percent (2%) per month

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:

(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

The Contractor's Fee shall be sevenpercent (7%) of the Cost of the Work.

Upon the acceptance of the Guaranteed Maximum Price (GMP), the Construction Manager's Fee will become a fixed, lump-sum amount, and will only be adjusted when additional Scope of Work items are added.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

The Contractor's Fee for items added by Change Order shall be a percentage of the increase to the Cost of the Work relating to such items, as set forth in §6.1.2 above. Contractor's Fee for items deducted by Change Order shall be Zero Percent (0%) of the decrease to the Cost of the Work.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

None

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed N/A percent (N/A %) of the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

If the Contractor fails to complete the Work by the Substantial Completion Date as specified in this Agreement, the Contractor shall be liable to the Owner for liquidated damages in the amount of \$100 per calendar day for each day the Work remains incomplete beyond the Substantial Completion Date. This amount is agreed upon by the parties as a reasonable estimate of the damages that the Owner will incur due to delay, including but not limited to lost revenue, additional costs, and inconvenience, and shall not be construed as a penalty.

Conversely, if the Contractor achieves Substantial Completion prior to the Substantial Completion Date, the Owner agrees to pay the Contractor a bonus in the amount of \$100 per calendar day for each day the Work is completed early.

The Owner may deduct any liquidated damages owed by the Contractor from payments due under this Agreement. If such deductions are insufficient to cover the full amount of liquidated damages, the Contractor agrees to pay the remaining balance promptly upon demand.

The Contractor shall not be liable for liquidated damages, nor eligible for a bonus, if the delay or early completion is caused by acts of God, changes in the Work ordered by the Owner, or other events beyond the Contractor's reasonable control, provided the Contractor has given timely written notice of such events as required by this Agreement.

§ 6.1.7 Other:

(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

None

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site, pursuant to Construction Manager's Rate Schedule.

§ 7.2.2.1 Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:

(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Wages or salaries of the Construction Manager's personnel stationed on-site, or at its principal office or offices other than at the site, shall be considered a Cost of the Work, pursuant to Construction Manager's Rate Schedule*, including:

- Project Executive
- Senior Project Manager
- Project Manager
- Assistant Project Manager
- General Superintendent
- Superintendent
- Assistant Superintendent
- Carpenter
- Administrative Assistant
- Accounting Support

*Construction Manager's Rate Schedule is attached hereto as Exhibit "D," subject to change annually in July.

§ 7.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ 7.2.4 Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval. Liability Insurance shall be provided by the Construction Manager at the agreed rate of \$15.00 per thousand. In the event the Construction Manager provides Builder's Risk or any other insurance, that portion directly attributed to the Contract, including premiums or deductibles, shall be included as Costs to be Reimbursed pursuant to §7.1 of this Agreement.

(Paragraph deleted)

§ 7.6.1.1. *Paragraph omitted.*

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.

§ 7.6.2 Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable.

§ 7.6.3 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.4 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.5 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.6 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval, together with Project Management Information Systems (PMIS) costs at a Rate of (0.320%).

§ 7.6.7 Costs of document reproductions and delivery charges.

§ 7.6.8 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.

§ 7.6.10 Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.6.12 Data Processing costs related to the Work at the following Rates:
Contracts Administration at (0.255%)
Cost Control Administration at (0.355%)

§ 7.6.13 Warranty Coordination and Administration costs at a Rate of (0.300%).

§ 7.7 Potential Escalation for Impacts of Pandemics, including COVID-19

(Paragraphs deleted)

§7.7.1 As of the date of this Agreement, certain markets providing essential materials for, or equipment to be incorporated into, the Project ("**Materials or Equipment**") may, during the performance of the Work, experience significant, industry-wide economic fluctuation resulting from generally prevailing unavailability of labor, material and/or equipment

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due to sickness or disease caused by a pandemic, including COVID-19, or governmental restrictions directed at reducing the spread of such pandemic (collectively, "**Pandemic-Related Increases**") that may impact the price of such Materials or Equipment, including the price charged by manufacturers of such Materials or Equipment. The intent of this Section is to provide for a fair allocation between the Owner and the Contractor of the risk of such an increase in price to such Materials or Equipment. The method for establishing the market price as of the date of this Agreement ("**Baseline Price**") of any Materials or Equipment affected by Pandemic-Related Increases ("**Affected Materials or Equipment**") shall be approved by the Owner in writing based on actual invoices and such other information required by Owner to verify such Baseline Price.

§7.7.2 If, during the performance of the Work, Pandemic-Related Increases cause the Baseline Price of certain Material and Equipment to increase, then, no later than seven (7) days before the date Contractor orders or contracts for the purchase of such Affected Materials or Equipment at the price increased by the Pandemic-Related Increases (the "**Increased Price**"), the Contractor shall notify the Owner in writing of the increase in price and provide appropriate documentation, acceptable to the Owner, that substantiates: (1) the increase in price, including the method for establishing the Baseline Price, which must have been approved by the Owner in writing; and (2) that the increase in price was caused solely by Pandemic-Related Increases. In addition, if the Contractor has actual knowledge of a Pandemic-Related Increase that the Contractor anticipates will cause the Baseline Price of Materials or Equipment to increase, then the Contractor shall, as soon as reasonably possible (but in no event later than the earlier of the date that the Contractor proposes to purchase the Affected Materials or Equipment or 7 days after Contractor has actual knowledge of (a) the Pandemic-Related Increase and (b) that such Pandemic-Related Increase will cause the Baseline Price to increase): (1) notify the Owner of such anticipated increase in price, and (2) identify for the Owner any potential alternatives to avoid or mitigate the price increase, including finding alternative sources of supply and/or adjusting the sequence of procurement.

§7.7.3 The "**Materials or Equipment Price Increase**" means the cost of Affected Materials or Equipment that were procured for the Project at the Increased Price, less the Baseline Price for such Affected Materials or Equipment. The Guaranteed Maximum Price shall be increased by Change Order in accordance with this Section by the amount of the Materials or Equipment Price Increase for Affected Materials or Equipment purchased at the Increased Price, provided that the Contractor provides to the Owner appropriate documentation, reasonably acceptable to the Owner, that proves (1) the Baseline Price for the Affected Materials or Equipment included in the calculation of the Materials or Equipment Price Increase actually increased, including the method for establishing the Baseline Price for each Potentially Affected Materials or Equipment (which must have been approved by the Owner in writing; (2) that the increase in price was caused solely by Pandemic-Related Increases; and (3) there are no other reasonable alternatives to avoid or mitigate the Materials or Equipment Price Increase. No increase in the Guaranteed Maximum Price shall be made for any Affected Materials or Equipment for which prior written notice was not given to the Owner or for Pandemic-Related Increases that could have been avoided by the Contractor's timely procurement of the Affected Materials or Equipment in accordance with a procurement schedule approved by the Owner. Further, there shall be no markup for fee, profit or overhead on any Change Order issued.

§ 7.7.4 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

§ 7.7.5 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.6 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager;

or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- .1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- .2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- .3 Expenses of the Construction Manager's principal office and offices other than the site office;
- .4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- .5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- .6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- .7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- .8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
- .9 Costs for services incurred during the Preconstruction Phase.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be Sage Timberline, Timberscan Titanium, Procore, and/or Miter, unless as otherwise agreed in writing by the Parties.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the thirtieth day of a month, the Owner shall make payment of the amount certified to the Construction Manager in accordance with the Florida Prompt Payment Act.
(Federal, state or local laws may require payment within a certain period of time.)

§ 11.1.4 Paragraph omitted.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- .1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- .2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- .4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;
- .5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner in such documentation;
- .6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Retainage shall be five percent (5%).

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

No retainage shall be required for those portions of the Work related to Construction Manager's costs for insurance, paid by Construction Manager, for fees directly paid by Construction Manager, preconstruction expenses or for payment and performance bond, if required.

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Upon recommendation of the Construction Manager, and subject to the Owner's approval, retainage may be reduced or paid in full for Subcontractor's prior to the substantial completion of the project.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for

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Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

None

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- .1 the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made in accordance with Florida's Prompt Payment Act, after the issuance of the Architect's final Certificate for Payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

Two percent (2%) per month.

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201-2017. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 12.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Article 15 of AIA Document A201-2017

☐ Litigation in a court of competent jurisdiction. The parties hereby agree to Sarasota County, Florida, as the jurisdiction for any disputes arising from this Agreement.

☒ Other: *(Specify)*

The parties agree that before filing for Mediation, that the principles of each entity will meet at least two times to attempt to settle the dispute. If the parties cannot resolve, either party may demand Mediation. The parties agree to share the cost of the Mediator. If the dispute is not settled in Mediation, either party may file a lawsuit. The parties further agree to a non-jury trial, in the event litigation proceeds.

If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction in. Venue for any binding dispute resolution shall be in Manatee County, Florida.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and
- .3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

Following execution, the Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract after execution, for cause, as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

- .1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
- .2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Full reimbursement of all costs and payments per contract on completed work to date plus 7% fee.

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

§ 14.3.1 Preconstruction and Construction Phases

The Construction Manager shall maintain the insurance required in Form 8 of the RFQ for the duration of the Preconstruction Services performed under this Agreement.

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(Paragraphs deleted)

§ 14.3.1.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(Paragraphs deleted)

§ 14.3.1.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Umbrella Excess Liability	\$5,000,000 Each Occurrence \$5,000,000 Aggregate
Property Insurance	\$1,000 Deductible Per Occurrence \$1,000 Aggregate Deductible
Payment and Performance Bond	The Construction Manager shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds may be obtained through the Construction Manager's usual source and the cost thereof shall be included in the Cost of the Work. The amount of each bond shall be One Hundred Percent (100%) of the Contract Sum.

§ 14.3.1.7 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be equivalent to that provided by the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

(Paragraphs deleted)

§ 14.3.1.9 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 14.5 Other provisions:

§14.5.1 Waivers of Subrogation – The Insurance Requirements under the RFQ, are hereby modified as follows: The Owner and the Contractor each waive all rights against the other and their respective agents, employees, consultants, and subcontractors, for damages caused by fire or other perils to the extent covered by property insurance or other applicable insurance policies maintained by either party, whether such damages arise during or after the completion of the Work.

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Each party shall obtain from their respective insurers a waiver of subrogation that prohibits the insurer from seeking recovery against the other party in connection with any insured loss. This mutual waiver of subrogation shall apply to claims covered by the parties' required insurance policies and any other insurance applicable to the Work or the Project.

Notwithstanding the foregoing, this waiver shall not apply to the extent it invalidates or adversely affects any applicable insurance coverage or recovery rights under such policies.

14.5.2 Contingency Allowance - As and for a further clarification to the use of the Contingency Allowance, per AIA Best Practices, it is hereby understood and agreed that:

- a.) A contingency is a predetermined amount or percentage of the contract held for unpredictable changes in the project. A contingency is a risk management tool that financially prepares Owners for addressing risk within the project. Construction Manager's Contingencies pay for unknown conditions such as price escalation of a product, design changes in scope or due to errors and omissions, or necessary construction changes that are realized on site during construction.
- b.) The Construction Manager has full control over the use of the contingency, and is able to use it as needed. The Construction Manager will, at Owner's request, provide Owner with a Monthly Report of how much of the contingency has been used and for what purpose.

Any remaining contingency shall be returned, 100% to the Owner. At the end of the project, the Owner always has the right, at their discretion, to decide if a split/shared savings with the Construction Manager is warranted.

§ 14.5.3 Builder's Risk Insurance, is insurance coverage designed to provide coverage for the structure under construction during the project's duration. As the Design-Builder, we are unable to furnish a precise cost estimation due to the dynamic nature of the insurance market. However, in our capacity as your Design-Builder, we will endeavor to provide a cost estimate for Builder's Risk Insurance, reflecting prevailing rates at each stage of the design deliverable process. It is imperative to recognize that any estimate that is provided is subject to fluctuation.

The specific line item cost for Builders Risk coverage can solely be ascertained at the time of policy acquisition. Furthermore, the Owner acknowledges that the Policy entails a minimum windstorm deductible equivalent to 3% of the total contract value. In the event of a windstorm-related loss, the Owner may incur substantial expenses contingent upon the severity of the loss. It is also understood by the Owner that the deductible is calculated based on the total contract value, irrespective of the magnitude of the loss.

§ 14.5.4 Counterparts - This Agreement may be signed in counterparts, each of which when executed and delivered shall be deemed to be an original and all of which, taken together, shall be deemed to be one and the same instrument. For purposes of execution and delivery of this Agreement, a document signed and transmitted by: (i) e-mailed PDF scan, or (ii) by electronic signature using DocuSign or other similar technology, shall be treated as an original document. The signature of either party on an emailed PDF scanned version of this Agreement or a copy of this Agreement signed by electronic signature using DocuSign or other similar technology shall be considered as an original signature and the document transmitted shall be considered to have the same binding legal effect as if it were originally signed. At the request of either party, any PDF scanned document or document signed using DocuSign or other similar technology shall be re-executed by both parties in original form. Neither party may raise the use of e-mailed PDF scan, DocuSign or other similar technology or the fact that any signature was transmitted by e-mail, as a defense to the enforcement of this Agreement.

§ 14.5.5 Attorney's Fees In the event of litigation or arbitration arising out of or from this Agreement, the prevailing party in such litigation, as determined by the trial judge or arbitrator, shall be entitled to recover its reasonable attorneys' fees, paralegal fees, appellate attorney's fees, attorney's fees associated with confirmation of an arbitration award, if any, attorney's fees associated with enforcement and collection of a judgment, costs and expenses from the non-prevailing party.

§ 14.5.6 The provisions of the Contract Documents shall not be changed, amended, waived, or otherwise modified in any respect except by a writing signed by the Owner. No person is authorized on behalf of the Owner to orally change, amend, waive, or otherwise modify the terms of the Contract Documents or any of the Contractor's duties or obligations under or arising out of the Contract Documents. Any change, waiver, approval, or consent granted to the Contractor shall be

limited to the specific matters stated in writing signed by the Owner, and shall not relieve the Contractor of any other duties and obligations under the Contract Documents. No "constructive" changes shall be allowed.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- .1 AIA Document A133™-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- .2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- .3 AIA Document A133™-2019, Exhibit B, Insurance and Bonds
- .4 AIA Document A201™-2017, General Conditions of the Contract for Construction
- .5 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit – N/A
- .6 Anti-human Trafficking Affidavit of F. John LaCivita on behalf of Willis A. Smith Construction, Inc., dated 1/17/2025.

- .7 Other Exhibits:
(Check all boxes that apply.)

☐ AIA Document E234™-2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:
(Insert the date of the E234-2019 incorporated into this Agreement.)

N/A

☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

- .8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None at this time.

This Agreement is entered into as of the day and year first written above.

University Park Recreation District

Willis A. Smith Construction, Inc.

OWNER (Signature)

CONSTRUCTION MANAGER (Signature)

Sally Dickson
Chairperson

F. John LaCivita
President / CEO

(Printed name and title)

(Printed name and title)

Init.

**ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, *FLORIDA STATUTES*)**

BEFORE ME, the undersigned authority, appeared F. John LaCivita, who first being duly sworn hereby swears of affirms as follows:

1. I am over eighteen (18) years of age. The following information is based on my own personal knowledge.
2. I am an officer or representative of Willis A. Smith Construction, Inc., (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.
4. This declaration is made pursuant to Section 92.525(1)(c), Florida Statutes. I understand that making a false statement in this declaration may subject me to criminal penalties.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING ANTI-HUMAN TRAFFICKING AFFIDAVIT AND THAT THE FACTS STATED IN IT ARE TRUE.

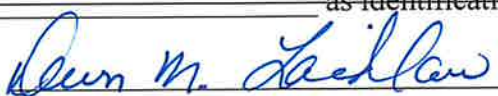
FURTHER AFFIANT SAYETH NOT.

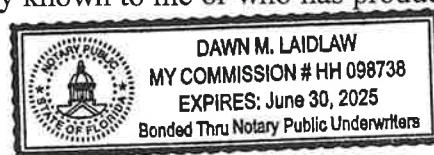


Printed Name: F. John LaCivita
Title: CEO / President
Company Name:
Willis A. Smith Construction, Inc.
Date: January 17, 2025

STATE OF FLORIDA
COUNTY OF SARASOTA

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 17TH day of January, 2025, by F. John LaCivita, on behalf of Willis A. Smith Construction, Inc., who is personally known to me ~~or who has produced~~

as identification.




Print Name: Dawn M. Laidlaw, Notary Public – State of Florida

AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 17th day of January in the year 2025
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

University Park Recreation District
Phased Project:
Kitchen Renovation & Expansion – November 2025;
Activity & Administration Centre & Parking – Summer 2026
Fitness Centre Renovation – November 2026
Parking Space Expansion & Demobilization – November 2026
University Park Country Club
7671 The Park Boulevard
University Park, FL 34201

THE OWNER:
(Name, legal status, and address)

University Park Recreation District
7671 The Park Boulevard
University Park, FL 34201

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd., Suite 100
Sarasota, FL 34240

TABLE OF ARTICLES

- B.1 GENERAL**
- B.2 OWNER'S INSURANCE**
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS**
- B.4 SPECIAL TERMS AND CONDITIONS**

ARTICLE B.1 GENERAL

The Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201TM-2017, General Conditions of the Contract for Construction.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201TM-2017, General Conditions of the Contract for Construction. Article 11 of A201TM-2017 contains additional insurance provisions.

ARTICLE B.2 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.2.1 General

(Paragraphs deleted)

§ B.2.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.2.2.1 and Section B.2.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.2.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.2.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be equivalent to that provided by the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.2.3 Construction Manager's Required Insurance Coverage

§ B.2.2.1 The Construction Manager shall purchase and maintain the insurance required in Form 8 of the RFQ and maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions.

§ B.2.2.2 Commercial General Liability

§ B.2.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars (\$ 1,000,000) each occurrence, Two Million Dollars (\$ 2,000,000) general aggregate, and One Million Dollars (\$1,000,000) Personal and Advertising Injury, and Two Million Dollars (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

Commercial General Liability, including coverage for Premises-Operations, Independent Contractor's Protective-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground Hazards):

1. The Policy shall be endorsed to have the General Aggregate apply to this Project only.
2. Products and Completed Operations insurance shall be maintained for a minimum of One (1) year after either 90 days following Substantial Completion or final payment, whichever is earlier.
3. The Contractual Liability Insurance shall include coverage sufficient to meet the obligations in Section 11.1 of the A201-2017.

§ B.2.2.2.2 The Construction Manager's Commercial General Liability policy shall not contain an exclusion or restriction of coverage for the following:

Init.

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- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.2.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under this Exhibit "B," and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

(Paragraphs deleted)

(Table deleted)

(Paragraphs deleted)

(Table deleted)

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Exhibit "B" shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General

(Paragraphs deleted)

Conditions.

§ B.3.3.2 The Construction Manager shall purchase and maintain the insurance required in Form 8 of the RFQ.

[X]

(Paragraphs deleted)

§ B.3.3.2.6 Other Insurance

(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Umbrella Excess Liability

Limits

\$5,000,000 Each Occurrence

\$5,000,000 Aggregate

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

Init.

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(Specify type and penal sum of bonds.)

Type

Payment Bond

Performance Bond

Penal Sum (\$0.00)

One Hundred Percent (100%) of the Contract Sum.

One Hundred Percent (100%) of the Contract Sum.

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

None.

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

University Park Recreation District
Phased Project:
Kitchen Renovation & Expansion – November 2025;
Activity & Administration Centre & Parking – Summer 2026
Fitness Centre Renovation – November 2026
Parking Space Expansion & Demobilization – November 2026
University Park Country Club
7671 The Park Boulevard
University Park, FL 34201

THE OWNER:

(Name, legal status and address)

University Park Recreation District
7671 The Park Boulevard
University Park, FL 34201

THE ARCHITECT:

(Name, legal status and address)

Hoyt Architects
1527 2nd Street
Sarasota, FL 34236

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, the Request for Qualifications (the "RFQ"), Construction Manager's response to the RFQ, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

In the event of a conflict or inconsistency among the Contract Documents, the following order of precedence shall govern:

1. AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor, and its attached Exhibits;
2. AIA Document A201-2017, General Conditions of the Contract for Construction;
3. Request for Qualifications (RFQ); and
4. Construction Manager's Response to the RFQ (CM Response).

Each document is incorporated by reference and shall be interpreted in accordance with this hierarchy to the extent of any conflict or inconsistency between them. Provisions in a higher-priority document shall supersede and take precedence over provisions in a lower-priority document.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified

or registered mail, or by courier providing proof of delivery. Notice of Claims may also be initiated by service of such notice in accordance with the methods prescribed in § 1.6.1.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, or equivalent, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants,

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sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information. Contractor shall not be liable to Owner as the result of any disclosure of such "confidential" information by any consultants, sureties, Subcontractors and their employees, Sub-subcontractors, or any others not directly employed by Contractor unless Contractor specifically authorized such disclosure.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction

where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative for conformance with the design intent for the completed construction and to verify that such proposed alternative is consistent with the Contract Documents and to evaluate the jobsite safety thereof. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines

that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule may be revised at appropriate intervals, in its discretion and without prior notice, as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a

minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. District reserves the right to defend itself with its own counsel at District's expense. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract

Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, excluding those provisions of the Conditions of the Contract related to insurance and waiver of subrogation, which terms shall be identical in nature. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date established in §9.8.1.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time, subject to the execution of Change Orders equitably adjusting the Contract Time in accordance with § 7.2, above.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (2) by delay authorized by the Owner pending mediation and binding dispute resolution; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, Contractors shall be entitled to an equitable increase in the Contract Time and Guaranteed Maximum Price accordingly.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents, to the extent such damages have not been waived and are otherwise recoverable under the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the

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various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment as required in the Contract Documents, such as copies of requisitions, and releases and waivers of liens from first-tier Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment;

or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law, including but not limited to the provisions prescribed under Chapter 713 of the Florida Statutes.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any,

the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation, whether express or impliedly, that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied or will be promptly made upon receipt of final payment from Owner, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties as required in the Contract Documents, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner or by law. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all reasonable payments that the Owner has paid in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to

certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall defend, indemnify, and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. The monetary limitation on the extent of this indemnification provided hereunder shall be in the amount of twice the Contract Price or \$1 million per occurrence, whichever is greater. The parties agree that the foregoing limitation of indemnity liability bears a reasonable commercial relationship to the Contract Documents and is part of the project specifications or bid documents. The provisions of Florida Statute §725.06 shall apply and to the extent that this paragraph is in any way inconsistent with that provision, said statute shall govern. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of any party indemnified hereunder. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to Owner. This indemnification is in addition to any common law indemnification to which Owner is entitled.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

(Paragraphs deleted)

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during

that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing. To the extent there is any expense, cost, fee, sum or tax whatsoever required or implied by or under this Agreement for which Contractor is required to incur, such sum shall be included within the Contract Price, and if necessary, a Change Order executed appropriately adjusting the Contract Price on account of such expense, cost, fee, sum or tax.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;

- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 shall specifically require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

Subject to Florida and/or other applicable law, or as might otherwise be provided in the Contract Documents, the Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. Subject to the foregoing, the Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated, in addition to the methods prescribed under § 1.6.1 of this Agreement, by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

Init.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

(Paragraphs deleted)



University Park Recreation District

Consideration of Resolution 2025-15,
Setting Out General Procedures for
the 2026 Elections

**University Park
Recreation District**

**Resolution 2025-15,
Setting Out General Procedures For
The 2026 Election**

RESOLUTION 2025-15

**A RESOLUTION OF THE BOARD OF SUPERVISORS
SETTING OUT GENERAL PROCEDURES FOR THE 2026
ELECTION OF SUPERVISORS, REPEALING
RESOLUTIONS IN CONFLICT; PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the University Park Recreation District (the “District”) is a local unit of special-purpose government located in Manatee County, and established pursuant to Manatee County Ordinance 18-29, as amended; and

WHEREAS, the Board has scheduled the election of Supervisors for Seats 2 and 4 for February 17, 2026; and

WHEREAS, the Board has provided general guidelines for the operation of such election.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District that:

Section 1. The Board adopts the WHEREAS clauses set forth herein as findings of fact.

Section 2. The Board adopts the general procedures for the 2026 General Election of Supervisors as set forth in Exhibit “A” attached hereto and incorporated by reference.

Section 3. This Resolution shall supersede any resolutions in conflict.

Section 4. This Resolution shall become effective upon adoption and shall remain in effect unless rescinded, superseded or repealed.

PASSED AND ADOPTED this _____ day of _____, 2025.

ATTEST:

**BOARD OF SUPERVISORS
UNIVERSITY PARK RECREATION
DISTRICT**

Secretary/Assistant Secretary

Sally Dickson, Chair

EXHIBIT A
UNIVERSITY PARK RECREATION DISTRICT
2026 SUPERVISOR ELECTION
GENERAL PROCEDURES
April, 2025

I. PRELIMINARY DUTIES AND OBSERVATIONS

- A. The Board of Supervisors shall appoint a person to serve as Election Chair, who shall work with the District Manager and District Counsel to oversee and facilitate the Election process. The Election Chair shall oversee the election process and is the final arbiter of issues related to the election process. Preferably, the Board shall select a resident of the District to serve as Election Chair. The Board may retain an independent entity to serve as Election Chair, but if it does so, there shall be a District liaison appointed by the Board to assist the Election Chair particularly to assist regarding communications with the Owners and Residents. A Board Supervisor may not serve as Election Chair. The Election Chair may recruit other volunteers to assist. Except for possibly testifying at a future proceeding concerning the election, the Chair's duties will be completed at the end of the election scheduled for February 17, 2026.
- B. Notice of the Election shall be published by the District Manager once a week for two consecutive weeks in a newspaper of general circulation in the area of the University Park Recreation District. The last day of which shall not be fewer than 14 days nor more than 28 days before the date of election.

II. OWNERS and REGISTRATION OF RESIDENTS ON OR BEFORE December 31, 2025

On or before December 31, 2025

- A. Owners shall be identified as those owning a residence (all Lots have houses on them/no vacant Lots)=based on the property owners as identified on the Manatee County Property Appraiser's website as of December 31, 2025, ("Owners"). Owners are defined in the Charter as :

"...the owner of a freehold estate located in the UPRD, as appears by the deed of record, including a trustee, a private corporation or owner of a condominium unit; this definition does not include a reversioner, remainderman, mortgagee or any governmental entity, who shall not be counted and need not be notified of proceedings under this article or undertaken by the UPRD".

Residents are defined in the Charter as:

”...a person over eighteen (18) years of age who resides at one specific address within the UPRD for at least 183 days per calendar year”.

On or about October 1st, 2025, the District Manager shall send out correspondence to each residence within the District asking the occupants to confirm the Owners and Residents within the District. This information will be compiled from the most recent voter database available to the District. Residents shall fill out an affidavit on the District website verifying eligibility to vote in the election. The District Manager shall provide a means to register as a Resident if one is not an Owner. Residents, who meet the definition of Resident as set forth in the Charter, shall be identified as any residents who have registered and been verified with the District Manager by December 31, 2025 (“Residents”). Information requested to assist in determining Residency eligibility may include, but shall not be limited to, the following questions:

1. Do you swear or affirm that you have resided in with University Park for 183 days of 2025? (to be done by affidavit)
2. What is your University Park address?
3. Do you have a secondary address?
4. Which address should correspondence and ballot information be sent?
5. Can you provide documentation of residency within University Park through a Passport, Driver’s License, Property Tax Bill or Utility Bill in your name for the address of your residency in University Parkway?

Information related to registration shall be posted on the website and in a public location at the Clubhouse. The Resident shall be responsible to update and verify the information on an annual basis. Failure to register for non-owner Residents by December 31, 2025, shall result in an inability to vote in an election for Supervisors.

B. Corporations and Trusts shall be entitled to cast one ballot.

III. FILING TO RUN

- A. On or before 5:00 p.m. on December 17, 2025, applications to run for Board Supervisor must be received by the District Manager, Vivan Carvalho at PFM. Applications can be submitted to the District Manager via email at carvalhov@pfm.com or via U.S. Mail to Vivian Carvalho, PFM, 3501 Quadrangle Blvd., Suite 270, Orlando, FL 32817.
- B. Only Residents, which is defined by the Charter as a person over eighteen (18) years of age who have (or will have) resided within the UPRD for at least 183 days in 2025 may be file to run for Office of Board Supervisor.

- C. Information related to the qualifications and the filing process shall be posted on the website and in a public location at the Clubhouse. It may also be included in other media as appropriate.
- D. If there are fewer or equal people filing to run to the number of seats up for election, the candidate(s) shall be declared elected, assigned seat numbers by the Board and no election shall be held.

IV. CANDIDATE FORUM

- A. Two candidate forums inviting all of the candidates to participate shall be held on or before January 9, 2026.
- B. The forums will be held in substantially the manner as provided in Exhibit “A.”
- C. No campaigning, other than by the candidates during the debate, shall be allowed in the room where the candidate forms are being held or within 150 feet of the room during the day of the debate.

V. VOTER’S GUIDE

- A. On or before January 9, 2026, a Voter’s Guide shall be placed on the District website in substantially the form as provided in Exhibit “B.”

VI. MAILED NOTICE OF THE ELECTION AND ABSENTEE BALLOTS

On or before January 9, 2026

- A. Mailed notice of the election and related voting materials shall be sent to the Owners and Registered Residents at least 30 days in advance of the election. District Management shall be responsible for mailing the notice. The Official Ballot Form to be mailed out shall be substantially in the form as attached in Exhibit “C.” If the mail is returned as undeliverable and there is a second address on record with the district, then District will make reasonable effort to send the mailed notice to the second address. The mailed notice shall explain who is eligible to vote pursuant to the Charter.
- B. Information related to registration shall be posted on the website and in a public location at the Clubhouse. It may also be included in the advertisement for the election and other media as appropriate. The mailed notice shall include an absentee ballot for voting and a ballot envelope for returning to the district. If voting by absentee ballot, the voter shall place the absentee ballot inside the ballot envelope, which shall be returned to the RD office at UPCC. Sole receiver will be the Election Chair District Management Office. Absentee ballots may also be cast during office business hours in a locked box in the administrative office of the University Park Country Club located at 7671 The Park Boulevard up until 5:00 p.m. on the day before election day. The locked box shall not be opened by the Election Chair and election volunteers until the day before the election. Ballot

envelopes shall not be opened until after the polls are closed. The District Management Office shall be the sole receiver of ballots. The ballot envelope shall be marked with an identifier to determine the property for which the ballot is being cast and whether the voter is an Owner or a Resident.

- C. All ballot envelopes shall remain sealed until Election Day.
- D. The notice to the Owners shall identify when the election date shall be, where the election shall be held, where absentee ballots are to be sent or filed consistent with this resolution, and how for Residents, who are not Owners, to register for the election prior to Election Day.

Election Day
At the University Park Community Center
located at 7671 The Park Boulevard, University Park, FL 34201

February 17, 2026
9:00 a.m. - Noon

No campaigning shall be allowed in the room where voting is occurring or within 150 feet of the room during the day of the election.

VII. VOLUNTARY CHECK IN AND OBTAINING BALLOTS

- A. A Resident, as defined on the Charter, or Owner may vote in person, by absentee ballot, or by proxy. Each voter may cast a vote for the number of vacant seats open during the election but can only cast a single vote for a candidate. Proxies shall be substantially in the form as set forth in Exhibit “D.” Ballots on Election Day shall be substantially in the form as set forth in Exhibit “E.”
- B. Check voting against the list of Registered Owners and Residents and ensure no votes have already been cast by the owner or resident.
- C. Compare the proxies to the voting list.
- D. Identify any irregularities in the proxies.
- E. Resolve any irregularities in the proxies, if possible.
- F. If there are any irregularities, they should be noted and brought to the attention of the Election Chair, and if needed, District Counsel.
- G. Pass out ballots if the voter has valid proxies and include the number of voting units represented and voting on the top right-hand corner of the ballot and initial.

VIII. CASTING AND COLLECTION OF BALLOTS FOR BOARD OF SUPERVISORS (Residents/Owners)

- A. The ballot, along with any proxies, shall be placed in the ballot boxes prior to the closing of the polls.

- B. The number of votes that may be cast by a voter shall be equal to the number of vacancies that exist at the time of the election. For 2026, each voter may vote for a maximum of two (2) candidates. Only one vote per candidate is permitted.
- C. Once a ballot is cast, one may not delete, amend or change one's ballot or vote again.
- D. Ballots not contained in sealed ballot envelopes shall not be counted.
- E. More than a one ballot in a single sealed ballot envelope shall not be counted, unless the identity of separate voters can be validated by the Election Chair.
- F. Ballots with votes cast for more than the numbers of positions open shall not be counted.
- G. Ballots with writing beyond the casting of the votes shall not be counted.
- H. Ballots not counted shall be identified for the reason the ballot was not counted.

The information contained in this Article VIII shall be noted on the website by the District Manager by December 31, 2025.

IX. TABULATION OF BALLOTS FOR BOARD OF SUPERVISORS

- A. Voting and Ballot Management shall be substantially in the manner set forth in Exhibit "F."
- B. Provisional ballots shall be reviewed by the Election Chair, and if needed, District Counsel.
- C. The ballots shall be counted by independent accounting firm retained by the District.

X. MISCELLANEOUS

- A. The District Manager and Club Manager and, as necessary, District Counsel, shall assist the Election Chair.
- B. Where issues are unclear in these rules, the Election Chair may supplement these rules either verbally or in writing, as may be appropriate, provided such direction shall not be inconsistent with the Charter.

XI. ELECTION RESULTS

- A. The Election Chair announces the vote totals for each candidate.
- B. The election results shall be placed on the District Website promptly by the District Manager and certified at the next meeting at the Board of Supervisors.
- C. All ballots shall be retained by the Accounting firm. If there is a Court challenge, the ballots will be retained by the Accounting firm until the election results are finalized. Once the period for a challenge has expired, the ballots shall be sent to the District Manager.

XII. MISCELLANEOUS

- A. The District Manager and Club Manager and, as necessary, District Counsel, shall assist the Election Chair.
- B. Where issues are unclear in these rules, the Election Chair may supplement these rules either verbally or in writing, as may be appropriate.

Exhibit “A”

Guidelines for Candidate Forums

The University Park Recreation District (UPRD) is conducting an election for two open Board of Supervisor positions in 2026. The final election date is February 17, 2026. To prepare, two in-person candidate forums will be held to give registered candidates an opportunity to present their backgrounds, relevant skills, and views on UPRD challenges. These forums also allow University Park residents to participate in a Q&A exchange.

Forum Dates and Location

- _____, 1:00 PM – 3:00 PM
- _____, 1:00 PM – 3:00 PM

All forums will be held in the _____. These events will not have virtual (Zoom) access.

Forum Format

- **Setup:** The Lakeside Room will have a panel table with microphones for the candidates and the moderator (Election Chair). Theater-style seating will be arranged for attendees. Two standing microphones will be positioned midway along the left and right sides of the room for residents to ask questions.
- **Opening Statements:** The moderator will begin the forum with an overview of the format and ground rules. Each candidate, in alphabetical order by last name, will have 2 minutes to make an opening statement, with a 10-second warning before time expires.
- **Q&A:** Residents will line up at the standing microphones to ask questions. The moderator will alternate between microphones, directing questions to the candidates indicated by the resident. The moderator will ensure candidates stay on topic and allow equal time for responses.
- **Closing Statements:** At the 1-hour, 50-minute mark, each candidate, in reverse alphabetical order, will have 1 minute for a closing statement, with a 10-second warning before time expires.

Guidelines for Candidates

Candidates should review and follow these guidelines to ensure a fair, respectful, and informative forum:

1. Time Limits: Adhere to the allotted time for opening and closing statements.
2. Focus on Questions: Keep responses relevant to the specific question asked. Avoid unrelated topics or lengthy speeches.
3. Respectfulness: Do not interrupt or criticize other candidates personally. Allow others to express their views.
4. Clarity and Conciseness: Provide clear, direct answers that stay on topic.
5. Rebuttals: If you wish to address another candidate's response, request a rebuttal. Rebuttals should focus on differences of opinion and should not escalate into personal attacks or prolonged arguments. The moderator will manage rebuttal time and ensure the discussion remains constructive.

Note: Excessive rebuttals can disrupt the forum. Use them sparingly and only for matters of significant importance.

Guidelines for Attendees (Lot Owners/Residents of University Park)

Lot owners and residents are encouraged to follow these guidelines to maintain a productive and respectful forum:

1. Asking Questions: After opening statements, residents may ask questions by lining up at one of the standing microphones. The moderator will alternate between microphones.
2. Introduce Yourself: Begin your question by stating your name and the neighborhood you reside in.
3. Keep Questions Focused: Ask one clear question on a specific topic. Avoid multi-part questions or speeches.
4. Be Respectful: Do not criticize or attack candidates personally. Keep questions objective and related to UPRD issues.
5. Direct Questions: Indicate which candidate(s) you want to respond. Avoid asking multiple candidates different questions at the same time.
6. Follow-ups: If you feel a response was unclear or incomplete, you may request a follow-up. The moderator will manage these requests to ensure they remain relevant and concise.

Additional Notes for All Participants

- Time Management: The moderator will enforce time limits for all statements and responses to ensure fairness and efficiency.
- Respectful Atmosphere: Applause, interruptions, or vocal disapproval are discouraged to maintain a constructive environment.
- Forum Purpose: The forums aim to illuminate critical topics for UPRD's future and provide residents with clarity on each candidate's views and qualifications.
- No campaigning, other than by the candidates during the debate, shall be allowed in the room where the candidate forms are being held or within 150 feet of the room during the day of the debate.

We thank all participants for their cooperation in making these forums productive and respectful.

Exhibit “B”

Voter Guide for the UPRD Board Supervisor Election on February 17, 2026

Overview:

The University Park Recreation District (UPRD) is holding an election to fill two (2) open Supervisor positions on the Board. Supervisors play a critical role in making decisions that impact Club operations, including financial matters such as debt repayment, dues, fees, and capital commitments. These decisions affect the community significantly, making it essential for residents to participate in this election.

Eligibility to Vote:

You are eligible to vote if:

- You are a Lot Owner listed on the deed for the property (each person listed is an eligible voter). For example, co-owners of a property both have a vote. Corporations have one vote. Trusts have one vote.
- You are a Resident who has lived at a University Park address for at least 183 days in the last 12 months and are 18 years or older. These are usually renters but could also be guests of the owner.

Candidate Forums:

To help you make an informed decision, the 2026 UPRD candidates will participate in two public forums:

- _____: 1:00 pm - 3:00 pm
- _____: 1:00 pm – 3:00 pm

All forums will take place in the _____. These events include opening statements from the candidates, followed by a guided Q&A session led by the Election Chair. We encourage you to attend and ask questions. Candidate bios and additional information are available at UPRD Election Website.

Introducing the 2026 Election Team:

The 2026 Election Team consists of dedicated volunteers selected by the Election Chair, _____, to assist in ensuring a smooth and fair election process. The following individuals are members of the Election Team:

- _____
- _____
- _____
- _____
- _____

We extend our gratitude to these individuals for their commitment to serving the community during this important election.

Vote materials package

- A vote materials package will be mailed out to all eligible voters on January 15, 2026. The package consists of:
 - o Cover letter explaining the contents and voting procedures
 - o Proxy Voter Form
 - o Official Ballot Form
 - o Unsealed return envelope with voter ID on outside left upper corner (to use for mail in or drop off ballot)

Voting Methods:

Option 1: Paper Ballot

- Fill out the enclosed Ballot Form.
- Submit your ballot by mailing it in the provided envelope or depositing it in the secure Ballot Box located at the UPCC administrative Office.
- Ballots must be received no later than 12:00 pm on February 17, 2026.
- Lost, damaged, or inaccessible ballots can be replaced on election day. Bring an acceptable ID to the voting location (The Varsity Club) to obtain a replacement.

Option 2: Proxy Voting

- If you authorize someone to vote on your behalf, complete the enclosed Proxy Form.
- Your proxy holder must present the completed Proxy Form at the voting location in the Varsity Room between 9:00 am and 12:00 pm on February 17, 2026. After validation of both voter and proxy holder identity, the proxy holder can then complete the official ballot form and place ballot and proxy form in provided envelope which is placed in the ballot box.
- Important Note: A proxy is not obligated to vote according to the original voter's preferences, even if those preferences were discussed prior to voting or even if the original voter fills in the official ballot with his/her preferred choices. Ensure you trust your proxy to act in your best interest.

Mail-in Ballot Guidelines:

- Place the completed ballot in the sealed return envelope provided, ensuring your name, address, and ID# are visible in the upper left corner of the envelope.
- Mail the envelope or deposit it in the secure Ballot Box at the UPCC Administrative Office.

Special Mail-in/Drop Off Scenarios:

1. Intact Sealed Envelope with Sender Descriptors on outside left corner of envelope arrives by mail or is dropped off at the UPCC Admin Office: Ballots in this condition are processed directly.
2. Undeliverable/Returned Ballots: UPRD Admin will attempt to contact the voter, issue a replacement, and destroy the original ballot.
3. Opened or Unsealed Envelope with or without ballot inside: UPRD Admin will attempt to verify voter intent. If the voter cannot be reached, the ballot shall not be counted.
4. Non-standard Voting Envelopes: UPRD Admin will attempt to verify voter intent. If the voter cannot be reached, the ballot shall not be counted.
5. Proxy Vote Forms in Envelopes: Proxy votes not cast according to procedure will be canceled.
6. Ballots not in Envelopes: Ballots shall not be counted.

Walk-in Voting:

- Voting takes place on February 17, 2026, from 9:00 am to 12:00 pm at the Varsity Club.
- Bring acceptable photo ID (e.g., driver's license or passport) to verify your identity.
- Replacement ballots are available if required.

Walk-in Scenarios:

1. Voter submits a sealed envelope with ballot: The Election Committee ensures the envelope is secured and processes it according to standard procedures.
2. Voter requests a new ballot due to loss or damage: After verifying the voter's identity and eligibility, the Election Committee issues a replacement ballot.
3. New property owners confirm eligibility through property deed verification: Persons purchasing property after December 31, 2025 shall not be eligible to vote.
4. Proxy holders cast votes after validation by the Election Committee: The committee reviews the Proxy Form to confirm authenticity and allows the proxy holder to vote on behalf of the original voter.

Key Election Details:

- Election Day: February 17, 2026
- Voting Location: Varsity Club
- Voting location hours: 9:00 am – 12:00 pm, February 17, 2026
- Ballot Submission Deadline: 12:00 pm (noon), February 17, 2026
- Candidate Forums: _____, and _____, in the _____ Room
- Website for Candidate Bios and Information: UPRD Election Website
- Contact for Questions: _____, 2026 Election Chair (lmakosky@interquest.ca)

Additional Notes:

- Ballots and voting procedures will be verified and counted by an independent CPA firm.
- The final tabulated results are provided by the CPA firm to the Election Chair who delivers the results in person and announces the vote totals for each candidate. The election results are placed on the UPRD website and certified at the next meeting of the Board of Supervisors.
- The Election Chair and Election Review Team will oversee the election process to ensure fairness and accuracy.

We encourage all eligible voters to participate in this important election. Your vote helps shape the future of our community and its governance. For any questions or further assistance, please contact the Election Chair or visit the UPRD website.

EXHIBIT C



OFFICIAL BALLOT FORM

University Park Recreation District, Manatee County, Florida

Board of Supervisors Election – February 17, 2026

For the election of TWO (2) Supervisors. The two candidates receiving the most votes shall be elected to three-year terms.

COMPLETING YOUR BALLOT

Use this ballot to record your vote in this election. **CHOOSE ONE OF THE OPTIONS BELOW:**

1. VOTE BY MAIL: Mail your ballot in the return envelope provided. Your ballot must be received **no later than Noon on February 17, 2026**, for your vote to be tabulated in the election results.
2. BALLOT BOX: A secure ballot box will be available at the Club Office from 9AM to 5PM (Monday through Friday) beginning January 16, 2026, so that you can deliver your ballot **in the return envelope provided** by placing it in the ballot box. On Election Day, **February 17, 2026**, deposit this ballot in the secure ballot box provided at the UPRD polling place located at the Club between the hours of 9AM and Noon.
3. DESIGNATE A PROXY: See below.

YOUR VOTE

Indicate your votes by placing an **X** in the box next to the names of the two (2) candidates who you vote to serve on the Board of Supervisors. **Yes, you can vote for a maximum of two candidates (including any write-in candidate).** Candidates listed in alphabetical order. You may use the two blank lines for write-in candidates, if any. PRINT THE NAMES OF WRITE-IN CANDIDATES.

☐ Candidate A

☐ Candidate B

☐ Candidate C

☐ Write-in Candidate (print) _____

☐ Write-in Candidate (print) _____

DESIGNATE A PROXY HOLDER

If you designate a Proxy whom you authorize to vote for you, **DO NOT COMPLETE THIS BALLOT**. Instead use the enclosed Proxy Form, legibly enter all the required information, and provide the Proxy Vote Form **to your designated Proxy Holder who is eligible to vote**. Be certain that the designated Proxy Holder agrees to present the Proxy Form and complete the voting process for you on Election Day, February 17, 2026, between the hours of 9AM and Noon.

Exhibit D



University Park Recreation District, Manatee County, Florida

PROXY VOTE FORM

BOARD OF SUPERVISORS ELECTION FEBRUARY 17, 2026

**THE VOTER MUST GIVE OR SEND THIS FORM TO THE DESIGNATED PROXY
HOLDER FOR THE PROXY HOLDER TO SUBMIT HER/HIS VOTE**

The undersigned, being the Owner or Resident of the property identified below, does hereby constitute and appoint _____ (“Proxy Holder”) as my agent, in my name, place and stead, to vote as my proxy in the Election of the Board of Supervisors of the University Park Recreation District to be held at the University Park Country Club Election Room located at 7671 The Park Boulevard on February 17, 2026 from 9:00AM to 12 noon, or at any adjournment or adjournments thereof. Any proxy previously given by the undersigned for said election is hereby revoked.

The Proxy Holder shall be entitled to vote for me as the Owner of Resident of the property identified below that I would be entitled to vote if then personally preset, upon any question, proposition, or resolution or any other matter or thing that may be considered at said Election including, but not limited to the election of members of the Board of Supervisors. This Proxy shall be effective until 90 days after February 17, 2026, or until sooner revoked by me.

IN WITNESS WHEREOF, I have signed this Proxy on _____, 2026.

OWNER/RESIDENT: _____

Printed Name: _____

Address: _____

(If more than one property is owned, complete a separate Proxy Vote Form for each eligible voter for each address)

[If the fee simple landowner is not an individual, and instead is a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.)]

NOTE: If you choose to designate a Proxy, whom you authorize to vote for you, this Proxy Form must be sent to your designated Proxy Holder who is eligible to vote. The voter may express his wishes by filling in the ballot form before giving to the Proxy Holder, however, Proxy Holders have the authority to vote for whomever they want on Election Day and are not bound by the wishes of the voter. The completed Form may be faxed or scanned. Be certain that the Proxy Holder agrees to present the Proxy Form and complete the voting process for you on Election Day, February 17, 2026, between the hours of 9:00 AM and 12 noon. The surest means to ensure that votes are cast as desired is to vote by ballot yourself.

Exhibit E



OFFICIAL BALLOT FORM FOR USE ONLY ON FEBRUARY 17, 2026

University Park Recreation District, Manatee County, Florida

Board of Supervisors Election – February 17, 2026

For the election of TWO (2) Supervisors. The two candidates receiving the most votes shall be elected to three-year terms.

COMPLETING YOUR BALLOT

Use this ballot to record your vote in this election. Deposit the ballot in the secure ballot box provided no later than Noon today.

YOUR VOTE

Indicate your votes by placing an **X** in the box next to the names of the two (2) candidates who you vote to serve on the Board of Supervisors. **Yes, you can vote for a maximum of two candidates (including any write-in candidate).** Candidates listed in alphabetical order. You may use the two blank lines for write-in candidates, if any. **PRINT THE NAMES OF WRITE-IN CANDIDATES.**

☐ Candidate A

☐ Candidate B

☐ Candidate C

☐ Write-in Candidate (print) _____

☐ Write-in Candidate (print) _____

EXHIBIT “F”

Voting and Ballot Management for UPRD Board Supervisor election on Tuesday, February 17, 2026

Mail-in ballot alternatives

1. An intact sealed envelope with ballot inside and with original sender descriptors (name, address, ID#) in upper left corner of envelope arrives at ballot box at UPRD admin office.
2. Intact sealed envelope with ballot inside is returned to UPRD admin office as undeliverable, or return to sender marked, etc. UPRD office researches present location of voter, contacts voter and time permitting, sends new envelope with ballot inside to relocated voter address. Original envelope and ballot destroyed. Official list of eligible voters does not show a ballot cast at this point. If resent envelope with ballot is returned in time to the ballot box, it will be processed as per following procedure outline.
3. Original envelope arrives but opened/unsealed and with or without ballot inside. UPRD administration will attempt to contact the voter and the voter will be asked to submit the vote in a proper sealed envelope.
4. An intact sealed envelope arrives that has the appearance of a voting envelope and may or may not contain a legitimate completed ballot, but is not exactly the same as a voter envelope and/or has some but not all the proper sender ID info on the envelope, etc (i.e. it clearly is not the return voter envelope sent out by UPRD but may in fact be a legitimate voter with a legitimate ballot inside. UPRD Admin or the Election Review Team will attempt to contact the voter and the voter shall be asked to submit in the vote in a proper sealed envelope.
5. An intact sealed envelope arrives, and it is not evident but in fact it contains a proxy vote form (which appoints a proxy to vote) plus an official ballot form. After processing by the election committee, the CPA will open the envelope and discover the proxy contents. However since the originating voter and proxy holder have not followed the required procedure which is to cast the proxy vote in person on election day, the ballot must be cancelled and the vote record associated with the envelope must be negated.

Note: Eligible University Park voters may choose to attend at the UPRD admin office and place their mail-in envelope (with ballot enclosed) in the secure ballot box any time before 5:00 p.m. on Feb 17. Such envelopes/ballots will be extracted from the ballot box and processed as part of the pool of collected ‘mail-in’ ballots, even they were technically not mailed in but dropped off in the ballot box in person.

Walk in ballot alternatives (9:00 am to 12:00 pm Feb 17)

1. Eligible University Park voter walks into the voting station (Varsity Club) with an intact sealed envelope with ballot inside and with original sender descriptors (name, address, ID#) in upper left corner of envelope and is processed by the election committee.
2. Eligible University Park voter walks into the voting station and declares he/she has lost, damaged, destroyed, etc. the mailer package (either or both the return envelope and the ballot) and wishes to vote. Election committee validates voter's ID (voter must show acceptable ID), checks voter property address on voter list to ensure a vote has not yet been cast, then provides a new envelope (with relevant voter name, address, ID number) enabling voter to fill ballot and place in envelope and place envelope in ballot box.
3. Eligible University Park voter walks into the voting station and declares that he/she purchased the property resided in University Park prior to December 31, 2025, and understands or believes that the sale is not yet fully registered in the Manatee County property appraiser data base and/or suspects the property ownership change is not yet updated in the UPRD voter list and hence suspects he/she does not appear as a legitimate voter....and understands he/she is entitled to vote and wishes to do so so (or any combination of the previous descriptors). The Recreation District Manager office (2 staff will be present all election day) will deal with this by: checking the person's ID; checking the voter is not on the voter list as the owner of the property concerned; checking the Manatee County property appraiser list to see if the property ownership is updated to include the new owner; and if all the previous checks do not confirm the new ownership; then check the new ownership by checking the name on the deed of sale and if confirmed, then create a new envelope with new owner ID and with ballot and enable new owner to complete ballot, insert in envelope and place in ballot box.
4. A proxy holder walks into the voting station. The election committee: checks the ID of the proxy holder against the proxy vote form; then checks that the proxy holder has an eligible voter status; then checks that the originating voter is a verified voter who has not yet cast a ballot; then checks off the originating voter/property owner on the voter list as having voted. The proxy holder is provided an envelope with original owner ID on outside and invited to enclose the completed ballot in the envelope, seal it and deposit it in a ballot box.

Note: eligible voters from UP can be proxy holders. Any prospective proxy holder can engage any number of eligible voters, receive a proxy designation/appointment from those legitimate voters, and hold any number of completed Proxy Vote Forms which if filled out correctly will designate the proxy holder to vote as a proxy for the originating voter that has signed and appointed that proxy holder. The proxy holder must collect the signed proxy form and an Official Ballot Form from each originating voter. The proxy holder can cast the vote by presenting the signed proxy form and Official Ballot Form to the election committee on election day between 9 am and 12 noon and upon validation can submit the ballot into the ballot box. Note that the Official Ballot form collected from the originating voter can be used by the proxy holder in any of three ways:

1. Ballot form is empty and originating voter has not expressed any wish to have the ballot completed in any way and leaves the decision on how to vote to the proxy holder
2. Ballot form is empty but the originating voter has expressed his wishes to the proxy holder in some fashion on how the ballot vote preferably is to be completed, but both parties understand that the proxy holder is under no obligation to comply with the originating voters wishes and can ignore them and complete the ballot vote as the proxy holder wishes
3. Ballot form is filled in, representing the originating voter's wishes for how the ballot vote should be completed, however both parties understand that the proxy holder is under no obligation to comply with the originating voters wishes, and can ignore them, destroy the completed ballot and request a new one on arrival at the voting location and complete the ballot vote as the proxy holder wishes.

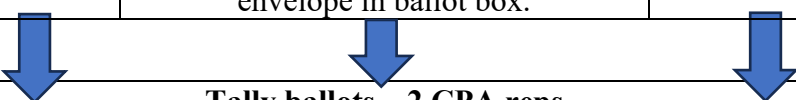
**Voting and ballot procedure for UPRD Board Supervisor election on
Tuesday, February 17, 2026**

Election Review Team consists of 5 Election Committee Representatives (ECRs), the Election Chair and 2 Certified Professional Accountants (CPA)

The Election Chair acts as supervisor of process, addresses any questions from voters arriving for in person voting, addresses questions arising from other ECRs managing the review, manages/deals with any tensions or conflicts arising in voting process and in the voting building (Varsity Club).

<i>All ECRs manage</i>	<i>Election Chair welcomes, directs to relevant ECR to manage</i>	<i>Election Chair welcomes, directs to relevant ECR to manage</i>
Mailed Ballots or Dropped off before Feb 17 – Review on Feb 16	Walk in (in person) Ballots on Feb 17 Review*	Mailed Proxy or Walk in Proxy Ballots on Feb 17 - Review
Check sealed envelope label against master list – validate name, address, ID#	If voter has envelope with ballot (received by mail but not sent in), check name, address, ID# on envelope against master list.*	Check the originating voters who delegated their vote to a proxy, validate the voter name, address, ID#
Check off property owner as voted	Process this envelope same as mailed ballot review (first column). Check off owner, close vote, place envelope in ballot box.	Check originating voter has not voted by mail or in person. Check proxy rep ID against proxy delegation form. Check proxy has a voter status.

	If voter does not have mailed envelope and/or ballot in possession, first check ID link to property address, then check vote has not been cast for this property.**	Provide envelope to proxy containing ballot with original owner ID# on envelope; allow proxy to complete ballot (or use already completed ballot), place in envelope, seal and place envelope in ballot box
Pass sealed envelope (with completed ballot inside) to CPA rep	Provide voter with new closed envelope with unfilled ballot inside and write ID# on envelope ***	Check off each property owner who has delegated his/her vote to a proxy, as having voted.
	Allow voter to complete ballot; place ballot in envelope; seal and place envelope in ballot box.	



Tally ballots – 2 CPA reps
Receive sealed ballot envelopes from: mailed or dropped off before Feb 18 ballot review (col 1); walk in (in person) on Feb 18 review (col 2); mailed proxy or walk in proxy review (col 3)
Open envelope, extract folded ballot (DO NOT unfold or look at ballot choice)
Place empty envelope in envelope container – retain container for later review or recount if needed
Place folded ballot in ballot container
Tally ballots – prepare summary candidate count votes, certify totals
Insert certified vote summary in sealed envelope and deliver in person to Election Chair who will deliver in person to current UPRD Chairperson.

*For in person voting, voter will need to bring a form of legal identification.

Voter may bring previously received envelope with ballot for use on day. If voter does not have either or both the envelope or mailed ballot, then at sign in on voting day, an envelope (with added ID#) and/or ballot will be provided to the owner that needs to cast the vote after it has been verified at sign in that they have not previously voted by mail

** If necessary, to verify ownership information, access the Manatee County Property Appraiser's website:

<https://www.manateepao.com/ManateeFL/search/commonsearch.aspx?mode=address>. Search for the property and verify with the proof identification provided by the owner.

***Once it has been verified that the owner has not mailed a ballot previously; than release a ballot with envelope to the resident and add the relevant ID# (located on the master list) to the outside left upper corner of the envelope.



University Park Recreation District

Ratification of Payment Authorization
Nos. 139 - 140

University Park Recreation District

5/7/2025

Payment Authorization No. 139

O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
McClatchy Company, LLC	298566	Legal & Service Fee	\$ 119.97
Business Observer	25-00602M	Legal Advertising - Public Meeting	\$ 63.44
Vglobal Tech	7302	ADA Website Maintenance - May 2025	\$ 293.33

O&M - General Fund Expenses Total

\$ 476.74

Asst. Secretary/Secretary

 5/9/2025
Asst. Treasurer



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News | Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

Page 1 of 1

UNIVERSITY PARK RECREATION DISTRICT
Attn: Accounts Payable
7671 THE PARK BOULEVARD
UNIVERSITY PARK
BRADENTON, FL 34201

APRIL INVOICE

Invoice No.: 298566
Invoice Date: 04/30/2025
Due Date: 05/30/2025
Bill-To Account: 29585
Sales Rep: Legacy Support (Group)

Dates	Order No.	Description	Product	Size	Billed Units	Times Run	Net Amount
04/02/2025 - 04/02/2025	644513	Print Legal Ad-IPL02224470 IPL0222447 PO: BOS Meeting	Service Fee Legal Legals & Public Notices CLS	2 x 35 L	70 L	2	\$119.97

April Summary

Amount Due: \$119.97

Please Return This Portion With Your Payment (Thank You)

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

ADVERTISING INVOICE

UNIVERSITY PARK RECREATION DISTRICT
Attn: Accounts Payable
7671 THE PARK BOULEVARD
UNIVERSITY PARK
BRADENTON, FL 34201

APRIL INVOICE

Invoice No.: 298566
Account No.: 29585
Account Name: UNIVERSITY PARK RECREATION DISTRICT
Amount Due: \$119.97

Pay online or contact the AR Team at mcclatchy.com/mars

McClatchy Company LLC
PO Box 510150
Livonia MI 48151

0000029585 0000298566 000011997 2

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-00602M

Date 04/18/2025

Attn:
University Park Recreation District
3501 QUADRANGLE BOULEVARD, SUITE 270
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-00602M

\$63.44

Notice of Public Meeting

RE: Meeting on April 29, 2025 at 2:00pm; University Park Recreation District

Published: 4/18/2025

Important Message

Please include our Serial #
on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

Paid

()

Total

\$63.44

Payment is expected within 30 days of the
first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

NOTICE OF PUBLIC MEETING UNIVERSITY PARK RECREATION DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the University Park Recreation District ("District") will hold its regular Board Workshop Meeting on Tuesday, April 29, 2025, at 2:00 p.m. at the Business Offices located at 8301 The Park Blvd. University Park, FL 34201.

A copy of the agenda may be obtained at the offices of the District Manager, c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817. Phone: (407) 723-5900 ("District Manager's Office") during normal business hours.

Participants are encouraged to submit questions and comments to the District Manager in advance at (407) 723-5900 to facilitate the Board's consideration of such questions and comments during the workshop meeting.

The workshop meeting is open to the public and will be conducted in accordance with the provisions of Florida law for recreation districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Vivian Carvalho
District Manager

April 18, 2025

25-00602M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

VGlobalTech

636 Fanning Drive
Winter Springs, FL 32708 US
contact@vglobaltech.com
www.vglobaltech.com



INVOICE

BILL TO

University Park RD
3501 Quadrangle Boulevard,
Suite 270, Orlando, FL 32817

INVOICE # 7302**DATE 05/01/2025****DUE DATE 05/16/2025****TERMS Net 15**

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Web Maintenance:ADA Website Maintenance	1	218.33	218.33
	Ongoing website maintenance for ADA and WCAG Compliance			
	Email:Email Hosting & Maintenance	5	15.00	75.00
	Monthly email hosting. Up to 5 emails customized as per need with website domain address. Up to maximum 2 GB (upgrade to 10 GB) storage per inbox. Backup and archival not included. Customers will be able to take their own local backup as needed. Customers also responsible to manage the inbox overflow by deleting unwanted emails, large attachments. Spam and virus filters included and will be configured. Email forwarding service (to any email of customer choice) included. Full access through browser from any device (tablets, mobile or desktop) provided including steps to setup the client.			

Please make check payable to VGlobalTech.

BALANCE DUE**\$293.33**

University Park Recreation District

5/20/2025

Payment Authorization No. 140

O&M - General Fund Expenses

<u>Vendor</u>	<u>Invoice</u>	<u>Description</u>	<u>Amount</u>
Blalock Walters	40896-035-10	Reece Appeal	\$ 85.50
Blalock Walters	40896-033-16	\$21 Million Bond Validation	\$ 142.50
Blalock Walters	40896-000-80	General Representation - April 2025	\$ 9,126.02
Blalock Walters	40896-028-30	Amendment to DRI DEV. Order & GDP	\$ 5,885.16
PFM	DM-05-2025-59	District Management Fee: May 2025	\$ 5,833.33
PFM	OE-EXP-05-2025-54	Postage	\$ 2.07
Business Observer	25-00657M	Legal Advertising Public Meeting 5/9/25	\$ 70.00
Business Observer	25-00658M	Legal Advertising Public Meeting 5/13/25	\$ 63.44
Business Observer	25-00702M	Legal Advertising Public Meeting 5/22/25	\$ 72.19

O&M - General Fund Expenses Total

\$ 21,280.21

Asst. Secretary/Secretary

Asst. Treasurer

 5/20/25



WE MAKE A DIFFERENCE

802 11th Street West Bradenton, Florida 34205
ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT
PFM FINANCIAL ADVISORS, LLC
3504 LAKE LYNDY DRIVE, SUITE 107
ORLANDO, FL 32817

Page: 1
April 30, 2025
Account # 40896-035
Invoice# 40896-035-10

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

REECE APPEAL

MPB

For Professional Services Rendered Thru 04/30/2025

			HOURS	
04/04/2025	MPB	Review and respond to John Fetsick.	0.30	85.50
		TOTAL FOR THE ABOVE SERVICES	0.30	85.50
		TOTAL CURRENT WORK		85.50
		PREVIOUS BALANCE		\$1,852.50
<u>PAYMENTS RECEIVED</u>				
04/21/2025		Payment received on account. Thank you!		-1,852.50
		AMOUNT DUE (includes Previous Balance if shown above)		<u>\$85.50</u>

If you prefer to receive paperless invoices by email, please complete the information below or email billing@blalockwalters.com.

_____ Yes, I would prefer paperless billing by email.

Email Address for paperless billing purposes:

**Please Provide Invoice Number With Payment to:
Blalock Walters P A 802 11th Street West Bradenton, FL 34205
Federal Tax ID # 59-1950976**



WE MAKE A DIFFERENCE

802 11th Street West Bradenton, Florida 34205
ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT
PFM FINANCIAL ADVISORS, LLC
3504 LAKE LYNDY DRIVE, SUITE 107
ORLANDO, FL 32817

Page: 1
April 30, 2025
Account # 40896-033
Invoice # 40896-033-16

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

\$21 MILLION BOND VALIDATION

FEM

For Professional Services Rendered Thru 04/30/2025

			HOURS	
04/01/2025	MPB	Review status of the Bond Validation.	0.20	57.00
04/28/2025	FEM	Review emails regarding litigation in relation to Dean Matt's actions.	0.30	85.50
TOTAL FOR THE ABOVE SERVICES			0.50	142.50
TOTAL CURRENT WORK				142.50
PREVIOUS BALANCE				\$399.00
<u>PAYMENTS RECEIVED</u>				
04/21/2025		Payment received on account. Thank you!		-399.00
AMOUNT DUE (includes Previous Balance if shown above)				<u>\$142.50</u>

If you prefer to receive paperless invoices by email, please complete the information below or email billing@blalockwalters.com.

_____ Yes, I would prefer paperless billing by email.

Email Address for paperless billing purposes:

Please Provide Invoice Number With Payment to:
Blalock Walters P A 802 11th Street West Bradenton, FL 34205
Federal Tax ID # 59-1950976



WE MAKE A DIFFERENCE

802 11th Street West Bradenton, Florida 34205
ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT
PFM FINANCIAL ADVISORS, LLC
3504 LAKE LYNDIA DRIVE, SUITE 107
ORLANDO, FL 32817

Page: 1
April 30, 2025
Account # 40896-000
Invoice # 40896-000-80

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

GENERAL REPRESENTATION

MPB

For Professional Services Rendered Thru 04/30/2025

			HOURS	
04/01/2025	MPB	Prepare for and attend workshop. Prepare memorandum to Lyle Makosky. Prepare memorandum to Steve Heitzner.	4.10	1,066.00
04/02/2025	MPB	Work on 2026 Election procedures; Telephone conference with Vivian Carvalho; Review and respond to Lyle Makosky memo.	1.40	364.00
	REG	research election legislation	2.80	630.00
04/03/2025	MPB	Telephone conference with Kwame Jackson regarding Resolution 2025-10 and Rule 2025-01.	0.40	104.00
04/04/2025	MPB	Telephone conference with Lyle Makosky; Review and respond to Chair.	1.90	494.00
04/07/2025	MJP	Conference with Attorney Barnebey regarding District's application.	0.20	52.00
	MPB	Review Dean Matt correspondence; Review and respond to Rachel Layton memo.	0.70	182.00
04/08/2025	MPB	Review Rule updates; Prepare memos to John Fetsick on Rule updates; Telephone conference with Kwame Jackson on RFP; Prepare memo to John Fetsick.	0.70	182.00
04/10/2025	MPB	Prepare memorandum to the Board, check on status of the Fictitious name status.	0.60	156.00
	JSS	Assist with Fictitious Name Filing.	0.30	78.00
04/11/2025	MPB	Prepare memorandum to the Board. Review and respond to Chair memorandum. Prepare for and attend the Board meeting. Prepare memorandum to staff on neighborhood meeting.	4.60	1,196.00
04/12/2025	MPB	Review and respond to Lyle Makosky memorandum.	0.40	104.00

UNIVERSITY PARK RECREATION DISTRICT
GENERAL REPRESENTATION
MPB

Page: 2
April 30, 2025
Account # 40896-000
Invoice# 40896-000-80

			HOURS	
04/14/2025	MPB	Work on election procedures for 2026.	1.30	338.00
04/15/2025	MPB	Work on 2025 Election procedures. Prepare memorandum to Lyle Makosky, Vivian Carvahlo, John Fetsick. Review and respond to Kwame Jackson memorandum.	1.20	312.00
04/17/2025	MPB	Review and respond to John Fetsick.	0.30	78.00
04/21/2025	MPB	Telephone conference with Steve Heitzner.	0.30	78.00
04/22/2025	MPB	Review draft of the 2026 Election Procedures with Lyle Makosky, Vivian Carvalho, and John Fetsick; Telephone conference with John Fetsick; Telephone conference with Vivian Carvalho; Telephone conference with Chair.	3.30	858.00
	MPB	Review and respond to Patrick Seidensticker memo.	0.40	104.00
04/23/2025	MPB	Work on Election Rules update based on the discussions.	0.90	234.00
04/24/2025	MPB	Telephone conference with Vivian Carvalho; Telephone conference with Chair, Vivian Carvalho and John Fetsick.	0.80	208.00
04/27/2025	MPB	Review and respond to Chair's memo; Review and respond to Kwame Jackson memo.	0.80	208.00
04/28/2025	MPB	Review information from Kwame Jackson and Vivian Carvalho; Prepare memo to Dean Matt.	0.80	208.00
04/29/2025	MPB	Attend workshop; Telephone conference with Bob Gang regarding questions on Note.	3.60	936.00
04/30/2025	MJP	Various communications regarding committees.	0.40	104.00
	MPB	Prepare memo to the Board on advisory bonds; Prepare memo to the Board on written ballots; Attend Agenda workshop.	3.10	806.00
		TOTAL FOR THE ABOVE SERVICES	35.30	9,080.00
04/01/2025		Online Legal Research		46.02
		TOTAL EXPENSES		46.02
		TOTAL CURRENT WORK		9,126.02
		PREVIOUS BALANCE		\$12,405.50
		<u>PAYMENTS RECEIVED</u>		
04/21/2025		Payment received on account. Thank you!		-12,405.50
		AMOUNT DUE (includes Previous Balance if shown above)		<u>\$9,126.02</u>

UNIVERSITY PARK RECREATION DISTRICT
GENERAL REPRESENTATION
MPB

Page: 3
April 30, 2025
Account # 40896-000
Invoice # 40896-000-80

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802 11th Street West Bradenton, Florida 34205
ph: 941.748.0100 fx: 941.745.2093

UNIVERSITY PARK RECREATION DISTRICT
PFM FINANCIAL ADVISORS, LLC
3504 LAKE LYNDIA DRIVE, SUITE 107
ORLANDO, FL 32817

Page: 1
April 30, 2025
Account # 40896-028
Invoice# 40896-028-30

ATTN: ACCOUNTSPAYABLE@UNIVERSITYPARK-FL.COM

AMENDMENT TO DRI DEV. ORDER & GDP

MPB

For Professional Services Rendered Thru 04/30/2025

			HOURS	
04/01/2025	JA	Email to Bobbi Roy transmitting advertising affidavit.	0.30	31.50
	MPB	Telephone call with Laura Gonzalez. Telephone call with Chair.	0.40	114.00
04/07/2025	JA	Work on file. Review notice information.	0.40	42.00
04/08/2025	MPB	Work on presentation; Prepare memo to Chair; Telephone conference with Chair; Telephone conference with Steve Ludmerer; Prepare memo to the Chair and John Fetsick.	2.70	769.50
04/09/2025	MPB	Telephone call with Chair. Work on presentation; Share information from Manatee County. Telephone call with Sydney Johnson; revise presentation.	2.40	684.00
	JA	Assist with hearing preparations.	1.30	136.50
04/10/2025	JA	Assist with hearing preparations.	0.20	21.00
	MPB	Prepare for and attend the Planning Commission. Prepare memorandum to that Board of Supervisors, review and forward comments.	3.60	1,026.00
04/11/2025	JA	Draft Neighborhood notice. Telephone call with Jenny Ferrence. Review and respond to email from Jenny Ferrence.	0.80	84.00
04/14/2025	JA	Work on public notices for neighborhood meeting.	5.50	577.50
04/15/2025	JA	Work on public notices for neighborhood meeting.	2.40	252.00
04/16/2025	JA	Telephone call with Laura Gonzalez. Revise GDP. Email to Laura Gonzalez. Work in ACCELA.	0.80	84.00
	MPB	Telephone conference with Chair; Prepare memo to Laura Gonzalez and Rachel Layton.	0.80	228.00
04/23/2025	MPB	Work on Power Point for neighborhood meeting.	0.70	199.50

UNIVERSITY PARK RECREATION DISTRICT
 AMENDMENT TO DRI DEV. ORDER & GDP
 MPB

Page: 2
 April 30, 2025
 Account # 40896-028
 Invoice # 40896-028-30

			HOURS	
	JA	Research area store sizes in preparation of neighborhood meeting/public hearing.	0.30	31.50
04/24/2025	JA	Assist with neighborhood meeting preparations.	0.80	84.00
	MPB	Work on presentation for workshop.	0.60	171.00
04/25/2025	JA	Review email from Sally Dickson regarding neighborhood meeting presentation. Revisions to presentation.	0.30	31.50
04/28/2025	MPB	Review and respond to Patrick Seidensticker; Telephone conference with Chair.	0.60	171.00
04/29/2025	MPB	Telephone conference with Patrick Seidensticker; Telephone conference to Laura Hernandez; Telephone conference with Patrick Seidensticker; Prepare memo to Laura Hernandez; Prepare for neighborhood meeting.	2.10	598.50
04/30/2025	JA	Email to Bobbi Roy regarding new sign; review email from Jenny Ferrence regarding new sign.	0.30	31.50
	MPB	Review and respond to Kwame Jackson; Work on meeting notes; Review sign removal issue.	1.30	370.50
		TOTAL FOR THE ABOVE SERVICES	28.60	5,739.00
04/21/2025		POSTAGE 20 @ \$1.65 INTERNATIONAL		33.00
04/21/2025		POSTAGE 164 @ \$0.69		113.16
		TOTAL ADVANCES		146.16
		TOTAL CURRENT WORK		5,885.16
		PREVIOUS BALANCE		\$4,835.48
		<u>PAYMENTS RECEIVED</u>		
04/21/2025		Payment received on account. Thank you!		-4,835.48
		AMOUNT DUE (includes Previous Balance if shown above)		<u>\$5,885.16</u>

UNIVERSITY PARK RECREATION DISTRICT
AMENDMENT TO DRI DEV. ORDER & GDP
MPB

Page: 3
April 30, 2025
Account # 40896-028
Invoice # 40896-028-30

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Federal Tax ID # 59-1950976***



Date	Invoice Number
May 5, 2025	DM-05-2025-59
Payment Terms	Due Date
Upon Receipt	May 5, 2025

Bill To: University Park Recreation District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address: 1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:

PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: District Management Fee: May 2025

Professional Fees

\$5,833.33

Total Amount Due

\$5,833.33



Date	Invoice Number
May 9, 2025	OE-EXP-05-2025-54
Payment Terms	Due Date
Upon Receipt	May 9, 2025

Bill To:
University Park Recreation District c/o PFM Group Consulting District Accounting Department 3501 Quadrangle Blvd., Suite 270 Orlando, FL 32817 United States of America

Company Address:
1735 Market Street 42nd Floor Philadelphia, PA 19103 +1 (215) 5676100

Remittance Options:

Via Mail:
PFM Group Consulting LLC
PO Box 65126
Baltimore, MD 21264-5126
United States of America

RE: April 2025 Postage \$2.07

Expenses	\$2.07
Total Amount Due	<u>\$2.07</u>

Business Observer

1970 Main Street
3rd Floor
Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

Invoice # 25-00657M

Date 05/02/2025

Attn:

University Park Recreation District
3501 QUADRANGLE BOULEVARD, SUITE 270
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-00657M

\$70.00

Notice of Public Meeting

RE: Meeting on May 9, 2025 at 1:00pm; University Park Recreation District

Published: 5/2/2025

Important Message

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on your check

Pay by credit card online:
[https://legals.
businessobserverfl.
com/send-payment/](https://legals.businessobserverfl.com/send-payment/)

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Total

\$70.00

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first publication date of your notice.

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

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Sarasota, FL 34236
, 941-906-9386 x322

INVOICE

Legal Advertising

NOTICE OF PUBLIC MEETING UNIVERSITY PARK RECREATION DISTRICT

Notice is hereby given that the Board of Supervisors ("Board") of the University Park Recreation District ("District") will hold its regular meeting of the Board of Supervisors on **May 9, 2025, at 1:00 p.m., at the Business Offices located at 8301 The Park Blvd. University Park, FL 34201.**

A copy of the agenda may be obtained at the offices of the District Manager, c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, Phone: (407) 723-5900 ("District Manager's Office") during normal business hours or from the District's website at <http://universityparkrd.com/>.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Vivian Carvalho
District Manager

May 2, 2025

25-00657M

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

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INVOICE

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Invoice # 25-00658M

Date 05/02/2025

Attn:
University Park Recreation District
3501 QUADRANGLE BOULEVARD, SUITE 270
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-00658M

\$63.44

Notice of Public Meeting

RE: Meeting on May 13, 2025 at 10:00am; University Park Recreation District
Published: 5/2/2025

Important Message

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Total

\$63.44

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INVOICE**Legal Advertising****NOTICE OF PUBLIC MEETING
UNIVERSITY PARK RECREATION DISTRICT**

Notice is hereby given that the Board of Supervisors ("Board") of the University Park Recreation District ("District") will hold its regular Board Workshop Meeting on **Tuesday, May 13, 2025, at 10:00 a.m. at the Business Offices located at 8301 The Park Blvd. University Park, FL 34201.**

A copy of the agenda may be obtained at the offices of the District Manager, c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817. Phone: (407) 723-5900 ("District Manager's Office") during normal business hours.

Participants are encouraged to submit questions and comments to the District Manager in advance at (407) 723-5900 to facilitate the Board's consideration of such questions and comments during the workshop meeting.

The workshop meeting is open to the public and will be conducted in accordance with the provisions of Florida law for recreation districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Vivian Carvalho
District Manager

May 2, 2025

25-00658M

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INVOICE

Legal Advertising

Invoice # 25-00702M

Date 05/09/2025

Attn:
University Park Recreation District
3501 QUADRANGLE BOULEVARD, SUITE 270
ORLANDO FL 32817

Please make checks payable to:
(Please note Invoice # on check)
Business Observer
1970 Main Street
3rd Floor
Sarasota, FL 34236

Description

Amount

Serial # 25-00702M

\$72.19

Notice of Public Meeting

RE: Meeting on May 22, 2025 at 2:00pm; University Park Recreation District
Published: 5/9/2025

Important Message

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\$72.19

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INVOICE**Legal Advertising**

**NOTICE OF PUBLIC MEETING
UNIVERSITY PARK RECREATION DISTRICT**

Notice is hereby given that the Board of Supervisors ("Board") of the University Park Recreation District ("District") will hold a special meeting of the Board of Supervisors on **May 22, 2025, at 2:00 p.m., at the Business Offices located at 8301 The Park Blvd. University Park, FL 34201.**

A copy of the agenda may be obtained at the offices of the District Manager, c/o PFM Group Consulting LLC, 3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817, Phone: (407) 723-5900 ("District Manager's Office") during normal business hours or from the District's website at <http://universityparkrd.com/>.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued to a date, time, and place to be specified on the record at such meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at the meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Vivian Carvalho
District Manager
May 9, 2025

25-00702M

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