

Lake-Sumter State College

DISTRICT BOARD OF TRUSTEES

Board Meeting Packet
August 19, 2026



CALENDAR NOTES:

District Board of Trustees Meeting	Wednesday, August 19, 2026 5:00 pm	Leesburg Campus
SEPTEMBER		
<i>The LSSC Foundation, Inc. Golf Classic</i>	<i>Friday, September 11, 2026</i>	<i>Harbor Hills Country Club</i>
<i>New Faculty Reception</i>	<i>Tuesday, September 22, 2026</i>	<i>Leesburg Campus</i>
OCTOBER		
<i>The LSSC Foundation, Inc. Distinguished Alumni Dinner</i>	<i>Thursday, October 8, 2026</i>	<i>Leesburg Campus</i>
<i>The LSSC Foundation, Inc. President's Scholarship Dinner</i>	<i>Friday, October 9, 2026</i>	<i>Leesburg Campus</i>
<i>The LSSC Foundation, Inc. Monster Dash</i>	<i>Saturday, October 31, 2026</i>	<i>Leesburg Campus</i>
DECEMBER		
<i>College Holiday Event</i>	<i>Friday, December 4, 2026</i>	<i>Leesburg Campus</i>
<i>Fall Nurse Pinning Ceremony</i>	<i>Monday, December 7, 2026</i>	<i>Leesburg Campus</i>
<i>South Lake Commencement Ceremony</i>	<i>Wednesday, December 9, 2026</i>	<i>Clermont</i>
<i>North Lake Commencement Ceremony</i>	<i>Friday, December 11, 2026</i>	<i>Leesburg Campus</i>
<i>College Closed December 21, 2026 - January 1, 2027 Winter Break</i>		
FEBRUARY		
<i>The LSSC Foundation, Inc. Scholarship Dinner</i>	<i>Tuesday, February 23, 2027</i>	<i>Leesburg Campus</i>
MARCH		
<i>The LSSC Foundation, Inc. Shamrock Shuffle</i>	<i>Saturday, March 6, 2027</i>	<i>South Lake Campus</i>
<i>College Closed March 22 - 26, 2027 Spring Break</i>		
APRIL		
<i>The LSSC Foundation, Inc. Gala</i>	<i>Friday, April 9, 2027</i>	<i>The Villages</i>
MAY		
<i>South Lake Commencement Ceremony</i>	<i>Wednesday, May 5, 2027</i>	<i>Clermont</i>
<i>Spring Nurse Pinning Ceremony</i>	<i>Thursday, May 6, 2027</i>	<i>Leesburg Campus</i>
<i>North Lake Commencement Ceremony</i>	<i>Friday, May 7, 2027</i>	<i>Leesburg Campus</i>

Lake-Sumter State College

District Board of Trustees Meeting

Wednesday, August 19, 2026

5:00 pm

Leesburg Campus



ORGANIZATIONAL MEETING AGENDA 5:00 PM *Public Board Meeting to Follow*

CALL TO ORDER – Board Chair

PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

ELECTION OF BOARD OFFICERS FOR 2026-2027

- | | | |
|---------|----------|------------------------------|
| 0826-01 | Approve: | Election of Board Chair |
| 0826-02 | Approve: | Election of Board Vice-Chair |

BOARD COMMITTEE ASSIGNMENTS FOR 2026-2027

- | | |
|---------|---|
| 0826-03 | Executive Committee |
| | Facilities Committee |
| | Finance and Public-Private Partnerships Committee |
| | Strategic Planning Committee |
| | Student Engagement Committee |
| | LSSC Foundation Board Liaison |

ADJOURNMENT

Background/References

Per Florida Statute 1001.61, each Florida College System Board of Trustees shall elect a chair and vice chair at the first regular meeting after July 1.

Description

At its first regular meeting after July 1 of each year, each Florida College System institution board of trustees shall organize by electing a chair, whose duty as such is to preside at all meetings of the board, to call special meetings thereof, and to attest to actions of the board, and a vice chair, whose duty as such is to act as chair during the absence or disability of the elected chair. It is the further duty of the chair of each board of trustees to notify the Governor, in writing, whenever a board member fails to attend three consecutive regular board meetings in any one fiscal year, which absences may be grounds for removal.

Recommendation

Motion to approve the elected the 2026-2027 board chair.

Background/References

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Description

At its first regular meeting after July 1 of each year, each Florida College System institution board of trustees shall organize by electing a chair, whose duty as such is to preside at all meetings of the board, to call special meetings thereof, and to attest to actions of the board, and a vice chair, whose duty as such is to act as chair during the absence or disability of the elected chair. It is the further duty of the chair of each board of trustees to notify the Governor, in writing, whenever a board member fails to attend three consecutive regular board meetings in any one fiscal year, which absences may be grounds for removal.

Recommendation

Motion to approve the elected the 2026-2027 vice chair.

- I. Executive Committee**
- II. Facilities Committee**
- III. Finance Committee**
- IV. Private-Public Partnerships Committee**
- V. Strategic Planning Committee**
- VI. Student Engagement Committee**
- VII. Foundation Liaison**

Lake-Sumter State College

District Board of Trustees Meeting

Wednesday, August 19, 2026

5:00 pm

Leesburg Campus



PUBLIC BOARD MEETING AGENDA

CALL TO ORDER – Board Chair

PUBLIC COMMENT

*A Public Comment Card must be submitted to the Recording Secretary at least 10 minutes prior to the start of the meeting.

PRESENTATIONS

Code of Ethics – Ms. Anita Geraci-Carver, Board Attorney

CONSENT CONSIDERATIONS

0826-04	Approve:	Minutes of June 10, 2026 Facilities Committee Meeting
0826-05	Approve:	Minutes of June 16, 2026 Finance Committee Meeting
0826-06	Approve:	Minutes of June 17, 2026 Regular Board Meeting
0826-07	Approve:	Minutes of August 7, 2026 Special Board Meeting
0826-08	Acknowledge:	Personnel Staff Changes
0826-09	Acknowledge:	Monthly Fiscal Report for June & July 2026
0826-10	Approve:	Purchases Over \$65,000 for June & July
0826-11	Acknowledge:	Capital Improvement Projects Report
0826-12	Approve:	2026-2027 Annual Blanket Purchase Orders
0826-13	Acknowledge:	LifeStream Agreement
0826-14	Acknowledge:	Teamont Café Agreement

PRESIDENT'S REPORT

0826-15 Mr. John Temple, LSSC President

VICE PRESIDENT'S REPORTS

0826-16

BOARD ATTORNEY'S REPORT

0826-17 Ms. Anita Geraci-Carver's Update

NEW BUSINESS

0826-18	Approve:	Contract for Design-Build for Workforce Development Center
0826-19	Approve:	Awarding of Posthumous Honorary Degree – Michael Whiley
0826-20	Approve:	First Reading of Board Rule 1.08 Naming of Facilities
0826-21	Approve:	2026-2027 Board Meeting Schedule

ADJOURNMENT

Ethics for Public Officers

District Board of Trustees
Lake-Sumter State College

Prepared by Anita Geraci-Carver, Esq.

June 2000

CONSENT CONSIDERATIONS



Lake-Sumter State College
FACILITIES COMMITTEE OF THE DISTRICT BOARD OF TRUSTEES
Tuesday, June 10, 2026 Minutes

In attendance: Steve Munz, Chair, President John Temple, Dr. Laura Byrd, Thom Kieft, and Kailyn Simone.

Mr. Steve Munz called the meeting to order at 3:30 pm.

RFQu and DCP Design for Workforce Development Center

The College met with Florida Architects to share additional renderings of the Workforce Development Center to be shared with the Board at the June meeting. The design criteria package is moving forward. The deadline for qualifications proposals is June 16. Following the deadline, a committee will narrow the submissions to a short list. On June 26, the design criteria package will be shared with the short-listed firms, which will then have a few weeks to prepare and submit proposals.

South Lake Campus Parking Lots

Work on the South Lake Campus parking lots will begin Monday following Board approval in May. Communication regarding parking lot closures has been sent to the College community. The work is expected to be completed by July.

HVAC Improvements

Coils are being delivered for the South Lake Campus Science and Health Building to replace coils that burst. On June 10, a vendor will also replace various equipment in Building 2.

Fine Arts Building

A walkthrough is scheduled next week with one contractor to review the scope of work for the Fine Arts Building.

UF Health Simulation Lab in Leesburg

Design for the UF Health Simulation Lab is complete and the project is out for bid. Construction is expected to begin in July and be completed by December.

Leesburg Parking Lots

College staff met with Pacquette Paving regarding resealing and striping several parking lots. The College will look to schedule the work in July prior to the start of the semester.

FY 2027 Spending Plan

The FY 2027 spending plan provides the Board with a breakdown of planned spending for the fiscal year. Vice President Michelle Matis will share additional details at the Board meeting.

Top Two CIP Projects

Each year, the College submits its Capital Improvement Plan (CIP) list to the State by July 1. The District Board of Trustees must identify two projects to prioritize for potential funding during the next legislative session. The first priority is the health building at the South Lake Campus, for which an additional \$9 million is needed. The second priority is renovation of the library in Leesburg, with an estimated need of \$3 million.

Legends Way Update

Discussion is continuing regarding maintenance contracts for the two proposals received. The recommendation will be for President Temple to work with Anita on a management contract to move forward with services for the fields. Regarding termination, the matter is pending Lake County Board approval and is contingent upon the College securing management services.

The meeting was adjourned at 4:00 pm.

Respectfully submitted by Kailyn Simone, Recording Secretary.

Lake-Sumter State College
FINANCE COMMITTEE OF THE DISTRICT BOARD OF TRUSTEES
Tuesday, June 16, 2026 Minutes

In attendance: Tim Morris, Chair, President John Temple, Dr. Laura Byrd, Bruce Duncan, Michelle Matis, and Kailyn Simone.

Mr. Tim Morris called the meeting to order at 3:00 pm.

May 2026 Fiscal Report

The Committee reviewed the May 2026 fiscal report that will be presented to the Board for approval at the next meeting. The Committee discussed fraudulent applications for individuals applying for financial aid who are not students.

Operating and Capital Budget FY26/27

The Committee discussed the revenue budgeted for FY26/27, including a conservative 7% increase for fall, spring, and summer tuition and factoring in the cost of waivers. The Committee discussed state funding and the need to advocate for funding specific to Lake-Sumter State College. Mr. Morris would like a plan developed with President Temple and Mr. Duncan for meeting with the local delegation and sharing a one-page summary of college facts and assistance needed. A 2% COLA increase will begin in August. The State did not increase health insurance costs this year, although an increase is possible next year. Changes were made to travel, and the base budget was adjusted. A \$450,000 contingency was included.

Fund 7 Capital Spending Plan

The Committee discussed the Fund 7 capital spending plan and the College's needs related to rising infrastructure costs. President Temple will also advocate for the College's needs. The College received PECO funding for HVAC updates and is expecting to receive a refund from FCSRMC next year related to freeze damage. A transfer into Fund 3 revenue from CareerSource was also discussed.

Spending Plan and IT Refresh

The Committee reviewed the spending plan for upcoming and continued projects. Mr. Morris asked about the IT refresh and whether the technology plan refresh is the same as or less than in the past. Mr. Morris also asked about the technology plan refresh and what happens to the hardware once it is no longer being used.

Mr. Tim Morris adjourned the meeting at 3:25 pm.

Respectfully submitted by Kailyn Simone, Recording Secretary.

**DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
LEESBURG CAMPUS
June 17, 2026**

PRESENT: Mr. Bret Jones, Board Chair, Mr. Tim Morris, Vice Chair, Dr. Dan Boggus, Mr. Roger Croft, Mr. Steve Munz (v), Ms. Samantha Scott, Mr. Matt Silbernagel, Ms. Anita Geraci-Carver, Board Attorney, Mr. John Temple, LSSC President.

CALL-TO-ORDER:

The regular meeting of the District Board of Trustees, Lake-Sumter State College, was called to order by Board Chair Bret Jones at 5:00 p.m. on June 17, 2026 at the Leesburg Campus.

PUBLIC COMMENT:

No public comment was received.

CONSENT CONSIDERATIONS:

CONSENT CONSIDERATIONS

0626-01 Minutes of May 7, 2026 Special Meeting

0626-02 Minutes of May 12, 2026 Facilities Committee Meeting

0626-03 Minutes of May 18, 2026 Finance Committee Meeting

0626-04 Minutes of May 20, 2026 Student Engagement Committee Meeting

0626-05 Minutes of May 20, 2026 Regular Board Meeting

0626-06 Personnel Staff Changes

0626-07 Personnel Full-Time Faculty Changes

0626-08 Monthly Fiscal Report for March 2026

0626-09 Purchases Over \$65,000

0626-10 Capital Improvement Projects Report

0626-11 2026-27 Staff and Part-Time Faculty Salary Classification Schedule

MOTION to approve the consent considerations 0626-01 through 0626-11, Mr. Tim Morris, SECOND, Mr. Roger Croft, motion passed unanimously.

PRESIDENT'S REPORT:

LSSC President, Mr. John Temple, presented his report.

- Summer enrollment is up 20% from last year with 4,556 students registered.
- The College is preparing for the August semester, with enrollment up 13.4% from last year. The College is working toward growth to 8,000 students by the start of fall.
- The Board reviewed FCS funding breakdown and how LSSC is under-funded. A Legislative Budget Request for funding will be presented.
- The College is in compliance with veterans student audit.

- The PTA program has a new start date by Fall 2028 due to CAPTE approval.
- A leadership retreat was held for high-level discussion and focus on the upcoming budget.
- The College provided an update on fraudulent applications and how they affect colleges nationwide. The College is working on closing gaps and enhancing monitoring of these applications.
- An update was provided on the Workforce Development Center, including design and pictures. The next phase will be selecting a company.
- A walkthrough of the Fine Arts project was held with Nicholas & Associates. A plan will be in place for the August 7 Board meeting to work with this vendor and bring the plan back to the Board.
- Upcoming events include the Lake 100 delegation, Lake County Hob Nob, and Convocation on August 11.

VICE PRESIDENT'S REPORT:

Ms. Michelle Matis presented the budget report.

- Reviewed funding assumptions.
- A 2% COLA increase is included.
- Funding was set aside for four new faculty members.
- Reviewed tuition and fee revenue.
- Reviewed expenditures for benefits and salaries.
- Included \$450,000 in contingency funding.
- Reviewed the unallocated fund balance percentage.
- Reviewed the capital budget with a detailed list of projects.
- PECO funding will help with HVAC improvements.
- A refund from insurance is anticipated for freeze damage.

SCHEDULED INFORMATION REPORTS:

The Board Attorney shared an update on the progress of cases mentioned in her report.

Mr. Bret Jones shared a report for the Executive Committee and Public-Private Partnership Committee.

Mr. Steve Munz shared the Facilities Committee meeting report.

Mr. Tim Morris presented the report for the Finance Committee.

No report was shared for the Strategic Planning Committee.

Dr. Joseph Mews presented the report for the Student Engagement Committee on behalf of the Committee Chair's absence.

Ms. Samantha Scott shared the report on the LSSC Foundation, Inc.

NEW BUSINESS:

0626-16 FY27 PROPOSED OPERATIONAL BUDGET

FY 2027 Proposed Operating Budget (Fund 1) is presented to the Board for review and approval.

MOTION to approve the FY27 Proposed Operating Budget, Ms. Samantha Scott, SECOND, Mr. Tim Morris, motion passed unanimously.

0626-17 FY27 PROPOSED CAPITAL BUDGET

A spending plan is submitted to the Board for 2026-2027, FY27, Fund 7 Plant Fund (Capital) Budget. The spending plan includes investments in facility projects, renovations, and technology.

MOTION to approve the FY27 Proposed Plant Fund (Capital) & Improvement Plan, Mr. Tim Morris, SECOND, Ms. Samantha Scott, motion passed unanimously.

0626-18 2026-27 GENERAL EDUCATION REVIEW

LSSC faculty and staff have reviewed the General Education course offerings for academic year 2025-26 as required by Florida Statute and made a recommendation as described in the attached summary for academic year 2027-28.

MOTION to approve LSSC's recommended 2027-28 General Education course offerings as listed in compliance with Sections (ss.) 1007.25 and 1007.55, Florida Statutes (F.S.), Mr. Roger Croft, SECOND, Ms. Samantha Scott, motion passed unanimously.

0626-19 LAKE TECHNICAL COLLEGE FACILITY USE AGREEMENT – SOUTH LAKE CAMPUS

Lake Technical College has utilized classroom and lab space on LSSC's South Lake Campus for about seven years to offer their Licensed Practical Nursing, ESOL/GED, and Paramedic programs to residents of south Lake County. Currently, Lake Technical College only offers the Licensed Practical Nursing program on the LSSC South Lake Campus largely due to limited space for Lake Tech's other programs. The previous Facilities Use Agreement between LSSC and Lake Tech College will end on June 30, 2026. This Extension prolongs the previous Agreement for the use of facilities on LSSC's South Lake Campus to June 30, 2027.

MOTION to approve Lake Technical College Facility Use of the LSSC South Lake Campus Extension Agreement, Mr. Roger Croft, SECOND, Mr. Tim Morris, motion passed unanimously.

0626-20 LEGENDS WAY SOFTBALL COMPLEX MANAGEMENT SERVICES

If the 2007 Interlocal Agreement is terminated, then it terminates multiple agreements where PFXA, Inc. is a party, including the management and maintenance of the complex it has with SLH. LSSC would then have the ability to directly contract with a sports facility vendor to operate and maintain the complex if it chooses.

The Board discussed moving forward with AEM and finalizing a contract with the attorney and President. Discussion included the PFX conflict of interest and insurance requirements, contract terms and contingencies, the proposed 12-year term, revenue sharing, and facility operating standards. Mr. Tim Morris requested that AEM not be permitted on College property until the required COI is in place and that any lapse in coverage constitute a breach of contract. Ms. Anita Geraci-Carver will work on revised contract terms and facility standards.

MOTION to move forward with AEM for management services with the Board Attorney & President to work on a contract, Mr. Tim Morris, SECOND, Mr. Roger Croft, motion passed unanimously.

0626-21 2025-26 BOARD ATTORNEY EVALUATION

The District Board of Trustees completed the board attorney evaluation for 2025-26 and have submitted their results for review and approval and were emailed previously.

MOTION to approve the 2025-26 Board Attorney evaluation, Mr. Tim Morris, SECOND, Mr. Roger Croft, motion passed unanimously.

0626-22 2025-26 BOARD SELF EVALUATION

The District Board of Trustees completed the evaluations for 2025-26 and have submitted their results for review and approval and were emailed previously.

MOTION to approve the 2025-26 District Board of Trustees self-evaluation, Mr. Roger Croft, SECOND, Ms. Samantha Scott, motion passed unanimously.

0626-23 2025-26 PRESIDENT EVALUATION

The District Board of Trustees completed the president's evaluation for 2025-26 and have submitted their results for review and approval and were emailed previously.

MOTION to approve the 2025-26 President's evaluation, Mr. Roger Croft, SECOND, Mr. Tim Morris, motion passed unanimously.

0626-24 AUGUST SPECIAL BOARD MEETING

A special meeting is needed on Friday, August 7, 2026 for the District Board of Trustees to make a decision for the award of the two-step process for the RFQu 26-04 Workforce Development Center Design-Build firm. The internal scoring committee will present their recommendation at the special meeting after undergoing the two step RFQu+RFP process which includes an initial guaranteed maximum price (IGMP).

MOTION to approve the special August Board meeting for Friday, August 7 in the morning, Mr. Roger Croft, SECOND, Mr. Tim Morris, motion passed unanimously.

0626-25 UPDATED 2025-2026 PERSONNEL CALENDAR

In January 2025, the District Board of Trustees approved the 2025-2026 Personnel Calendar. As part of America250, Governor DeSantis announced on June 12, 2026 state offices will be closed on Thursday, July 2, 2026 and Monday July 6, 2026 in addition to the

regular state holiday observance of Independence Day on Friday, July 3. The 2025-2026 approved personnel calendar already includes the College closure of Fridays over the summer months and Thursday, July 2, 2026 in observance of Independence Day. The 2025 026 Personnel Calendar is being brought back to the Trustees for consideration of closing the College on Monday, July 6, 2026.

MOTION to approve the updated of the 2025-2026 Personnel Calendar, Mr. Tim Morris, SECOND, Mr. Roger Croft, motion passed unanimously.

0626-26 EBS LICENSE ASSET PURCHASE AGREEMENT

In September 2005, the District Board of Trustees previously approved and entered into contract to lease the College's license for Education Broadcast Services (EBS) on several broadband channels in Leesburg with the Federal Communications Commission (FCC) to Clearwire Spectrum Holdings. At the Board's December 2025 meeting, the College shared they were approached by T-Mobile for an opportunity to purchase the EBS license. The Board was amenable for the College to have conversations with the outside vendor about offers on the license. The College is bringing an agreement for the Board of Trustees to review and take action for the selling of the Education Broadcast Services (EBS) license. The agreement has been sent to the Trustees by email.

MOTION to approve the Asset Purchase Agreement for selling of the Educational Broadband Service (EBS) licenses, Mr. Roger Croft, SECOND, Ms. Samantha Scott, motion passed unanimously.

OTHER CONSIDERATIONS:

Mr. Roger Croft discussed the possibility of being involved on a student committee focused on athletics.

Mr. Bret Jones asked President Temple to speak with Mr. Matt regarding serving on a committee.

The next regular meeting is scheduled for August 19, 2026 at the Leesburg Campus.

The meeting was adjourned at 6:01 p.m.

ATTEST:

Mr. Bret Jones, Board Chair

Mr. John Temple, Secretary/College President

Recording Secretary: Kailyn Simone

**DISTRICT BOARD OF TRUSTEES
LAKE-SUMTER STATE COLLEGE
SPECIAL MEETING
August 7, 2026**

PRESENT: Mr. Bret Jones, Board Chair, Mr. Tim Morris, Vice Chair, Dr. Dan Boggus, Mr. Roger Croft, Mr. Steve Munz, Ms. Samantha Scott, Mr. Matt Silbernagel, Ms. Anita Geraci-Carver, Board Attorney, Mr. John Temple, LSSC President.

CALL-TO-ORDER:

The special meeting of the District Board of Trustees, Lake-Sumter State College, was called to order by Board Chair Bret Jones at 8:05 a.m. on August 7, 2026 at the South Lake Campus.

PUBLIC COMMENT:

No public comment was received.

NEW BUSINESS:

0826-01.1 WORKFORCE DEVELOPMENT CENTER RFQU SELECTION

A brief update was provided regarding the RFQu process. A representative with Florida Architects shared information regarding his participation in the process. It is recommended that this list of the most qualified firms be approved and authority delegated to the President and President's designees to enter into contract negotiations with the highest ranked firm for design and construction of the Workforce Development Center.

MOTION to approve the ranking of the Workforce Development Center as listed and enter into contract negotiations with the highest ranked firm, Ms. Samantha Scott, SECOND, Mr. Steve Munz, motion passed unanimously.

0826-02.1 LSSC & UFF MOU COMPENSATION FOR 2026-2027

For the 2026-2027 Academic Year commencing on August 11, 2026, bargaining unit members employed as full-time faculty prior to March 31, 2026 will receive a 2% Cost-of-Living increase to their base compensation. LSSC has been assured this increase will be ratified by the United Faculty of Florida on August 11, 2026, and now needs to be considered by the District Board of Trustees. Both parties also agreed if the ratification did not occur, the increase would be withdrawn effective immediately.

MOTION to approve the MOU with the United Faculty of Florida for compensation in academic year 2026-2027 with understanding the stipulations listed above, Mr. Tim Morris, SECOND, Dr. Dan Boggus, motion passed unanimously.

0826-03.1 REMODELING OF THE FINE ARTS BUILDING

The College seeks to remodel the Fine Arts Building on the Leesburg Campus and requests

the approval to move forward with the work needed for remodeling. The College and Board of Trustees will approve any work for the building and will be reimbursed of any costs from The LSSC Foundation, Inc. up to \$4.5 million dollars.

MOTION to approve moving forward with remodeling of the Fine Arts Building with the direct-support organization, The LSSC Foundation, Inc. reimbursing the College for remodeling costs up to \$4.5 million dollars., Mr. Steve Munz, SECOND, Mr. Roger Croft, motion passed unanimously.

The meeting was adjourned at 8:12 a.m.

ATTEST:

Mr. Bret Jones, Board Chair

Mr. John Temple, Secretary/College President

Recording Secretary: Kailyn Simone

Personnel Staff Changes

Agenda Item: 0826-08

Background/References

Per the Florida Statute 1001.64 (18), each Board of Trustees shall establish the personnel program for all employees of the Florida College System institution.
Human Resources personnel transactions includes New Hires, Resignations, Retirements, and Separations that are presented to the District Board of Trustees for review.

Description

Staff New Hires:

Name	Title	Effective Date
Travis Davies	Executive Director, Facilities Management	06/01/2026
Jeremy Carroll	Registrar	06/15/2026
Betsy Billings	Specialist, Athletics Operations	06/15/2026
Theresa Short	Coordinator, Nursing Student Success	07/06/2026
Justus Perry	Coach, Head Softball	07/06/2026
Meggen Mannino	Director, HR Organizational Development/ Training	07/20/2026
Kason Cole	Specialist, Student Accounts	07/27/2026

Staff Status Changes:

Name	Title	Status	Effective Date
Adrianne Kowalski	Program Director, Respiratory Care	Promotion	06/01/2026

Departures:

Name	Title	Status	Effective Date
Laurie Tecarr	Specialist, Payroll	Resignation	06/10/2026
Emani Haggins	Specialist, Student Accounts	Separation	06/22/2026
Robert Schoepe	Director, Procurement & Auxiliary Services	Resignation	06/30/2026
Steven Clark	Dean, Science	Retirement	06/30/2026
Dominic Franceschino	Specialist I, Technology Support	Separation	07/08/2026
Cooper Schmitt	Administrative Assistant, Campus Safety	Separation	07/09/2026
Jennifer Tedman	Specialist II, Enrollment Services	Resignation	07/30/2026

Recommendation

Motion to acknowledge the Human Resource Staff Changes for June 1 – July 31, 2026 as written.

Monthly Fiscal Reports June July & July for 2026

Agenda Item: 0826-09

Background/References

Each month a report is provided to the District Board of Trustees accounting for the activity in the major operating fund (Fund 1) of the College. This report is prepared by the Office of the Vice President of Finance, and is intended to keep the District Board of Trustees apprised of the financial condition of the College.

Description

The General Operating Budget Fund 1 Report, is attached to this agenda item.

Recommendation

Motion to acknowledge the Monthly Fiscal Reports for June & July 2026 as written.

Lake-Sumter State College
Fiscal Status Report - Fund 1
General Current Fund
July 1, 2025 through June 30, 2026

Back to agenda
ITEM: 0826-09

	FY 2024-25		FY 2025-26			
	Annual Budget	6/30/2025	Annual Budget	6/30/2026	Percent of Budget Earned/Spent	Projected 6/30/2026
REVENUES & BUDGETED FUND BALANCE						
Student Fees						
Fall						
Tuition	\$ 3,451,420	\$ 3,765,588	\$ 4,843,912	\$ 4,482,883	93%	\$ 4,482,883
Technology Fees	166,300	188,294	196,556	224,152	114%	224,152
Distance Learning	340,551	357,105	392,336	451,635	115%	451,635
Dual Enrollment	389,000	434,159	391,287	557,485	142%	557,485
HSCA Dual Enrollment	577,093	587,129	658,000	618,050	94%	618,050
Lab Fees	99,086	94,470	100,000	243,236	243%	243,236
Spring						
Tuition	\$ 3,113,630	\$ 3,456,915	\$ 4,410,782	\$ 4,301,940	98%	\$ 4,301,940
Technology Fees	149,300	172,863	184,622	215,142	117%	215,142
Distance Learning	304,208	338,865	374,469	435,075	116%	435,075
Dual Enrollment	480,000	497,022	564,200	635,881	113%	635,881
HSCA Dual Enrollment	546,984	470,371	587,500	571,050	97%	571,050
Lab Fees	176,750	199,277	198,500	303,811	153%	303,811
Summer						
Tuition	\$ 1,291,280	\$ 1,854,972	\$ 2,005,155	\$ 2,449,114	122%	\$ 2,449,114
Technology Fees	62,100	92,760	89,263	122,467	137%	122,467
Distance Learning	159,405	259,335	235,851	320,355	136%	320,355
Dual Enrollment	0	(42,621)	-	1,152	0%	1,152
Lab Fees	33,290	34,207	40,300	43,121	107%	43,121
Miscellaneous Fees	302,639	256,392	338,167	339,344	100%	339,344
Youth Development	250,000	138,616	110,000	156,648	142%	156,648
Continuing Education	1,127,788	1,153,988	1,054,150	899,870	85%	899,870
Total Student Tuition and Fees	\$ 13,020,824	\$ 14,309,707	\$ 16,775,050	\$ 17,372,410	104%	\$ 17,372,410
General Revenue Operational Support	\$ 20,958,984	\$ 21,135,196	\$ 21,135,196	\$ 21,819,237	103%	\$ 21,819,237
General Revenue Nursing Support	764,600	1,203,371	1,004,755	1,004,755	100%	1,004,755
General Rev. Student Success Incentive Initiative	338,782	487,978	404,104	530,104	131%	530,104
State Dual Enrollment Scholarship Program	400,000	439,279	387,083	257,098	66%	257,098
Educational Enhancement Support	3,231,881	3,055,669	3,055,669	3,006,439	98%	3,006,439
Miscellaneous State Contracts	26,000	-	26,000	-	0%	-
Federal Support Indirect Cost	75,000	81,831	75,000	24,786	33%	24,786
Foundation Support	-	116,656	75,000	77,327	103%	77,327
Other Contracts	586,868	693,258	683,248	705,248	103%	705,248
Miscellaneous Revenue	24,100	141,914	124,350	90,269	73%	90,269
Total Revenues	\$ 39,427,039	\$ 41,664,859	\$ 43,745,455	\$ 44,887,674	103%	\$ 44,887,674
Transfers In from Other Funds	1,000,000	257,453	422,000	298,746	0.71	298,746
Total Revenues and Transfers In	\$ 40,427,039	\$ 41,922,312	\$ 44,167,455	\$ 45,186,420	102%	\$ 45,186,420
EXPENDITURES						
Personnel Expenditures						
Salaries and Wages	\$ 22,917,640	\$ 22,177,575	\$ 24,742,852	\$ 24,547,983	99%	\$ 24,547,983
Benefits	7,757,893	8,378,383	8,445,398	9,187,262	109%	9,187,262
Lapse Salary and Benefits	(900,000)	-	(900,000)	-	0%	-
Current Operating Expenditures	10,098,417	10,260,292	11,831,612	10,519,653	89%	10,519,653
Capital Outlay Expenditures	40,000	49,772	36,000	29,352	82%	29,352
Contingency	500,000	-	-	-	-	-
Total Expenditures	\$ 40,413,950	\$40,866,022	\$ 44,155,862	\$ 44,284,250	100%	\$ 44,284,250
Transfer Out of Fund 1 to Other Funds		600,000	-	-	-	-
Excess of Revenues over (Expenditures)	\$ 13,089	\$ 456,290	\$ 11,593	\$ 902,170		\$ 902,170

Lake-Sumter State College
Fiscal Status Report - Fund 1
General Current Fund
July 1, 2026 through July 31, 2026

Back to agenda
ITEM: 0826-09

	FY 2025-26		FY 2026-27			
	Annual Budget	7/31/2025	Annual Budget	7/31/2026	Percent of Budget Earned/Spent	Projected 6/30/2027
REVENUES & BUDGETED FUND BALANCE						
Student Fees						
Fall						
Tuition	\$ 4,843,912	\$ 4,362,776	\$ 4,794,067	\$ 5,565,286	116%	\$ 5,008,758
Technology Fees	196,556	218,152	237,736	278,268	117%	250,441
Distance Learning	392,336	362,910	492,306	412,740	84%	392,103
Dual Enrollment	391,287	545,392	635,000	752,263	118%	677,037
HSCA Dual Enrollment	658,000	-	702,000	-	0%	687,960
Lab Fees	100,000	99,007	479,420	151,517	32%	159,093
Spring						
Tuition	\$ 4,410,782	\$ (3,792)	\$ 4,556,244	\$ -	0%	\$ 4,556,244
Technology Fees	184,622	(190)	226,939	-	0%	226,939
Distance Learning	374,469	-	463,943	-	0%	463,943
Dual Enrollment	564,200	1,728	635,000	-	0%	635,000
HSCA Dual Enrollment	587,500	-	650,000	-	0%	650,000
Lab Fees	198,500	-	494,470	-	0%	494,470
Summer						
Tuition	\$ 2,005,155	\$ (21,851)	\$ 2,147,582	\$ (57,187)	-3%	\$ 2,147,582
Technology Fees	89,263	(1,093)	108,324	(2,859)	-3%	108,324
Distance Learning	235,851	(1,470)	308,911	(1,755)	-1%	308,911
Dual Enrollment	0	(2,663)	-	(1,080)	0%	-
Lab Fees	40,300	-	17,380	(2)	0%	17,380
Miscellaneous Fees	338,167	288,083	212,200	294,922	139%	212,200
Youth Development	110,000	6,260	143,750	2,135	1%	143,750
Continuing Education	1,054,150	7,198	1,075,745	66,267	6%	1,075,745
Total Student Tuition and Fees	\$ 16,775,050	\$ 5,860,446	\$ 18,381,017	\$ 7,460,516	41%	\$ 18,215,879
General Revenue Operational Support	\$ 21,135,196	\$ 1,818,270	\$ 22,308,723	\$ 1,859,060	8%	\$ 22,308,723
General Revenue Nursing Support	1,004,755	-	1,092,283	-	0%	1,092,283
General Rev. Student Success Incentive Initiative	404,104	32,009	543,483	33,123	6%	543,483
State Dual Enrollment Scholarship Program	387,083	-	366,000	-	0%	366,000
Educational Enhancement Support	3,055,669	-	2,829,107	-	0%	2,829,107
Miscellaneous State Contracts	-	-	-	-	#DIV/0!	-
Federal Support Indirect Cost	75,000	-	75,000	-	0%	75,000
Foundation Support	75,000	-	-	-	#DIV/0!	-
Other Contracts	709,248	50,238	726,476	77,991	11%	726,476
Miscellaneous Revenue	124,350	470	55,500	315	1%	55,500
Total Revenues	\$ 43,745,455	\$ 7,761,434	\$ 46,377,589	\$ 9,431,004	20%	\$ 46,212,451
Transfers In from Other Funds	422,000	-	1,077,681	-	-	1,077,681
Total Revenues and Transfers In	\$ 44,167,455	\$ 7,761,434	\$ 47,455,270	\$ 9,431,004	20%	\$ 47,290,132
EXPENDITURES						
Personnel Expenditures						
Salaries and Wages	\$ 24,742,852	\$ 1,290,360	\$ 26,232,837	\$ 1,398,064	5%	\$ 25,708,180
Benefits	8,809,898	513,617	10,289,192	585,855	6%	10,083,408
Lapse Salary and Benefits	(1,264,500)	-	(1,305,000)	-	0%	-
Current Operating Expenditures	11,831,612	713,557	11,474,106	942,201	8%	10,900,401
Capital Outlay Expenditures	36,000	-	306,500	-	0%	300,370
Contingency	-	-	450,000	-	-	-
Total Expenditures	\$44,155,862	\$2,517,534	\$ 47,447,635	\$ 2,926,120	6%	\$ 46,992,359
Transfer Out of Fund 1 to Other Funds	-	-	-	-	-	-
Excess of Revenues over (Expenditures)	\$ 11,593	\$ 5,243,900	\$ 7,635	\$ 6,504,884		\$ 297,773

Purchases Over \$65,000

Agenda Item: 0826-10

Background/References

Each month a report is provided to the District Board of Trustees accounting for any purchases that have been approved by the President which fall between \$65,000 and \$195,000. This report is prepared by the Office of the Vice President of Finance and Chief Financial Officer, and is intended to apprise the Board of purchases that fall under the authority of the President to approve. The authorization requiring the President's approval of such purchases is guided by Board Rule 6.09, Purchasing.

Description

Purchase Orders Over \$65,000 – June & July 2026

Vendor: Paqco INC
Item Description: SL Parking Lot B, Reseal and Restripe
Amount: \$266,308.75
Purchase Order #: P2600683
Vendor Code: PAQCO

Vendor: CXtec
Item Description: Cisco catalyst Switch
Amount: \$88,802.03
Purchase Order #: P2600690
Vendor Code: CXTEC

Recommendation

Motion to approve the purchases over \$65,000 for the months of June & July 2026 as written.

Capital Improvement Projects Report

Agenda Item: 0826-11

Background/References

The Facilities Department prepares a monthly report on the status of Capital Improvement Projects.

Description

A report on the status on projects is attached.

Recommendation

Motion to acknowledge the Capital Improvement Projects Report for June & July 2026 as written.

Capital Improvement Projects FY 2026-2027

August 2026 Update

Project Description	CIP Budget	Expended or PO issued as of 7/31/26	Progress To Date
Safety			
Fire Safety Upgrades	\$60,000	\$6,140	The Leesburg Campus Gym Fire Alarm System upgrades are complete; the final inspection passed with PDCS on July 31, 2026.
Safety Upgrades	\$250,000	\$16,000	A digital mapping system of every building on all campuses has launched to enhance campus safety.
Roofs and Building Envelope			
Building Envelope	\$30,000	\$0	Building exterior maintenance and repairs as needed for all Campuses.
Roof Maintenance and Repairs	\$25,000	\$0	Roof maintenance and repairs as needed for all Campuses.
Paving-Grounds			
Irrigation Improvements	\$15,000	\$0	On going as needed.
Parking Lot Repairs and Sealing/Striping	\$150,000	\$26,825	PAQCO is scheduled to repair, sealcoat, and restripe at the Leesburg Campus parking lots around the Health Sciences Center and Science-Math Bldg in August. The resurface/restripe at the South Lake Campus parking lots around CML, Bldg.1, and the N. Hancock entrance round-about completed in July.
New Structure			
Eustis CDL Pad and Building	\$5,750,000	\$112,002	Design Development at 60% is on hold. Funding through grant is pending.
Leesburg Campus Workforce Development Center	\$16,751,000	\$1,155,187	A Design Criteria Package has been developed for a design-build delivery method for the Workforce Development Center. Architectural and Engineering services are targeted to begin this summer. Owner occupancy is currently projected for 2028.
HVAC			
HVAC Controls	\$100,000	\$0	ALC completed the controls upgrade work at the Leesburg Campus Health Sciences Center in July.
HVAC Projects (exhaust fans, air handler units, coil overhaul, etc.)	\$300,000	\$34,884	Ongoing maintenance, repairs and replacements for all Campuses.
South Lake Campus Chiller Pipe Insulation	\$60,000	\$0	Currently getting quotes to replace piping insulation in the South Lake Campus Science-Health Building Mechanical rooms.

Capital Improvement Projects FY 2026-2027

August 2026 Update

Project Description	CIP Budget	Expended or PO issued as of 7/31/26	Progress To Date
General			
Furniture and Equipment (All Campuses)	\$75,000	\$23,092	On going procurement as approved by leadership.
ADA Braille Room Signage	\$12,000	\$0	New signs have been prioritized and installed across multiple buildings over the last year at Sumter and Leesburg Campuses. Installations continue.
Signage (All Campuses)	\$60,000	\$0	In planning.
College Vehicles	\$125,000	\$35,983	A van was purchased end of July for checkout use by the Production Studio, Athletics, Facilities and the Food Pantries.
Building Upgrades			
Athletic Complex Upgrades	\$100,000	\$32,602	A build-out of (8) new Gaming Stations is underway at the Leesburg Campus Student Center and scheduled to complete early September. A quote is in review to install Batters Eye for the fall baseball season. Replacement of the tennis courts to develop space to benefit the Golf program is also in planning.
Leesburg Campus - Williams-Johnson Office Renovations	\$30,000	\$0	In planning to complete this fall.
Flooring	\$75,000	\$0	Flooring repairs and replacements are in planning.
Team Challenge Course	\$20,000	\$0	In planning to complete for spring semester.
Painting Projects	\$20,000	\$0	In planning for all Campuses.
Restroom Refresh	\$50,000	\$0	Sumter Center Buildings 1, 4, and 5 Restrooms; flooring refresh, LED lighting, misc. repairs and painting are currently in planning to complete this fall.
South Lake Campus Building-2, 1st Floor Remodel	\$100,000	\$0	This project is on hold for additional funding.
Leesburg Campus Health Science Center 109 Simulation Lab Learning Space	\$45,000	\$23,353	In planning with Nursing, IT, and Elevate Healthcare, to create five (5) Simulation Bays and Control Rm using existing LearningSpace equipment devices and manikins. Some additional Simulation equipment will be purchased to outfit Bay 5. Minor renovations are also planned. Projecting completion this fall.
South Lake Campus Building-2 Restrooms Sink Counter Repairs	\$10,000	\$0	In Planning.

Capital Improvement Projects FY 2026-2027

August 2026 Update

Project Description	CIP Budget	Expended or PO issued as of 7/31/26	Progress To Date
Fume Hood Repairs	\$50,000	\$0	In Planning.
Leesburg Campus Gym Flooring Refurbishment	\$40,000	\$36,350	A PO was issued to Southeastern Surfaces to refinish the gym wood flooring, including new logos and painting lines. This work will be scheduled to start in December and will take a few weeks to complete.
Elevator Maintenance and Repairs	\$70,000	\$0	Elevator maintenance and repairs as needed for Leesburg and South Lake Campuses.

2026-2027 Annual Blanket Purchase Orders

Agenda Item: 0826-12

Background/References

Each year the College issues a number of "blanket" or "open" purchase orders with a variety of vendors to facilitate the purchase of regular supplies and payment for repair services throughout the fiscal year. The purchase orders are assigned a maximum amount under which a number of individual orders will be invoiced. This report is prepared by the Vice President of Finance and Chief Financial Officer, and is intended to keep the Board apprised of annual blanket purchases that have been entered into through the bidding process or by exception as outlined in the LSSC Administrative Procedure 6-09.

Exceptions to the bidding requirements include certain educational materials, IT resources as defined in Section 282.303 of Florida Statute, professional services listed in Section 287.055 of Florida Statute, sole source items and items on specific state and local contracts.

Purchases up to \$195,000 (Category IV in Section 287.017 of Florida Statute) fall under the authority of the President to be approved. Purchases on the list that exceed that amount are contracts that were previously approved by the Board.

Description

Attached is the list of Annual Blanket Purchase Orders for 2026-27.

Recommendation

Motion to approve the 2026-2027 Annual Blanket Purchase Orders as written.

Annual and Blanket Purchase Orders Over \$65,000 FY27

Vendor: City of Leesburg
Item Description: Utilities/ July 2026-June 2027
Amount: \$ 545,000.00
Purchase Order #: PB27FC26
Vendor Code: LEECIT

Vendor: Duke Energy
Item Description: Utilities/ July 2026-June 2027
Amount: \$ 545,000.00
Purchase Order #: PB27FC25
Vendor Code: DUKENE

Vendor: SECO Energy
Item Description: Utilities/ July 2026-June 2027
Amount: \$ 74,000.00
Purchase Order #: PB27FC28
Vendor Code: SECO

Vendor: RingCentral, Inc
Item Description: SOW Phone Related Services
Amount: \$ 99,750.00
Purchase Order #: PB27IT17
Vendor Code: X00139940

Vendor: The Glen at Cagan Crossings
Item Description: Lease Expenses Cagan Crossing
Amount: \$ 100,857.00
Purchase Order #: P2700076
Vendor Code: X00143450

Vendor: US Bank equipment Finance
Item Description: Copier Leases
Amount: \$ 70,000.00
Purchase Order #: PB27IT06
Vendor Code: X00126160

Vendor: Allied Universal Security Services
Item Description: Security Services/ July 2026-June 2027
Amount: \$ 653,534.00
Purchase Order #: PB27CS01
Vendor Code: X00150996

Annual and Blanket Purchase Orders Over \$65,000 FY27

Vendor: ABM Industry Groups
Item Description: Custodial & Grounds Services/ July 2026-June 2027
Amount: \$ 1,397,832.36
Purchase Order #: P2700045
Vendor Code: X00121190

Vendor: Honorlock, Inc
Item Description: Honor Proctoring 05/01/26-04/30/27
Amount: \$140,287.50
Purchase Order #: P2600701
Vendor Code: X00128892

Vendor: Oracle America Inc
Item Description: Database Enterprise Edition
Amount: \$ 107,00000
Purchase Order #: P2700050
Vendor Code: ORAAME

Vendor: Instructure, Inc
Item Description: Canvas Cloud Subscription
Amount: \$ 67,320.13
Purchase Order #: P2700002
Vendor Code: X00112144

Vendor: Ellucian Company LP
Item Description: Subscription Software /Cloud/Workflow License Fees Renewal
Amount: \$ 187,064.00
Purchase Order #: P2700057
Vendor Code: ELLCOMLP

Vendor: Evisions
Item Description: Evisions/Argos/Form Fusion/Intellecheck Software Renewal
Amount: \$ 187,064.00
Purchase Order #: P2700057
Vendor Code: ELLCOMLP

LifeStream Behavioral Center Memorandum of Understanding

Background/References

Since 2018, Lake-Sumter State College (LSSC) and LifeStream Behavioral Center have operated under an annual Memorandum of Understanding (MOU) to support the implementation of the LSSC Student Assistance Program (SAP). The MOU provides enrolled students with access to local counseling services and provides on-site crisis response and trauma support upon request.

Description

The MOU establishes the operation and funding of the Student Assistance Program, with LifeStream providing behavioral health and counseling services to LSSC students year-round during the fall, spring, and summer semesters. The program provides students with access to local counseling support throughout Lake and Sumter counties.

Under the agreement, LSSC provides LifeStream with \$80 per counseling session, for up to five (5) sessions per student. LSSC commits to a minimum of 125 counseling sessions per contract year, representing a minimum annual commitment of \$10,000. Counseling sessions exceeding the contracted minimum are invoiced at \$80 per session.

The agreement also provides for on-site crisis response and trauma support, when requested, at a rate of \$100 per hour. The number of hours required for crisis response is documented between parties as situations arise.

Recommendation

This item is provided to the District Board of Trustees for informational purposes only.

Background/References

LSSC and JGreen Solutions, LLC made and entered into an agreement in August of 2023 for the Teamont Café to operate the Café Dupee as the professional food service and beverage vendor on the South Lake Campus.

According to Florida Statutes 1001.64 (5); Each board of trustees shall have responsibility for the use, maintenance, protection, and control of Florida College System institution owned or Florida College System institution controlled buildings and grounds, property and equipment, name, trademarks and other proprietary marks, and the financial and other resources of the Florida College System institution. Such authority may include placing restrictions on activities and on access to facilities, firearms, food, tobacco, alcoholic beverages, distribution of printed materials, commercial solicitation, animals, and sound.

Description

The original Facility Use Agreement was signed by both parties in August of 2023 for Teamont Café to operate the South Lake Campus café space after multiple vendors had short stints operating the location. The contract period was for an initial period beginning on August 21, 2023 and ending on June 30, 2024. Both parties had the option to renew the contract for up to four (4) additional 1-year terms, with the last term ending on June 30, 2027. If either party chooses not to renew they must provide notice at least 60 days prior to the end date. Teamont Café continues to offer food and beverage service to date.

JGreen Solutions, LLC doing business as Teamont Café pays a nominal monthly rent to LSSC of \$400. According to the agreement, the vendor may elect annually to close during Summer session which typically occurs between May 1 and August 15. Thus far, Teamont Café has remained open with scaled back hours during the summer.

The College furnished existing retail food kitchen equipment, tables, and chairs as deemed as necessary. Since the equipment is owned by the College, the College maintains and repairs the heavy equipment in the space including the refrigerator, freezer, food prep tables, and exhaust hood system.

The vendor has non-exclusive rights to catering for functions on campus, yet is often included as a food or beverage option for Enrollment and Student Affairs functions such as open houses or Student Accepted days.

Recommendation

This item is for informational purposes only.

PRESIDENT'S REPORT



VICE PRESIDENT'S REPORTS



Institutional Advancement Division Update for the President and Board of Trustees August 2026

Dr. Laura Byrd, Executive Vice President of Institutional Advancement and Operations

Access

Institutional Advancement:

- During the June 1–30 Fall 2026 scholarship cycle, 1,598 students applied and a record 1,317 received more than \$900,000 in awards.
- The Foundation Scholarship Committee is seeking faculty, staff, board members and community members to volunteer to review scholarship applications for the 2026–2027 academic year.
- The 27th Annual Professionals Planned Giving Seminar, co-hosted with AdventHealth Foundation Waterman, is set for Friday, August 21, 2026, on the Leesburg Campus. Continuing education credits are available for CLER, CFP, CPA, and CTFA, with registration on the college website.
- The 2027 Annual Campaign launches for faculty and staff in August, with a \$408,000 annual fund goal and Community Kick-off is set for October 16, 2026.
- The 27th Annual Golf Classic, hosted by the Foundation and LSSC Athletics, will take place on Friday, September 11, 2026, at Harbor Hills Country Club. Sponsorship and volunteer opportunities are available.
- The Monster Dash 5K/10K is set for Saturday, October 31, 2026, at the Leesburg Campus. Registration is open and sponsorship opportunities are available.

Student Learning & Success

Institutional Advancement:

- On August 7, 2026, the Foundation held a ribbon cutting for the new LakeHawk Harvest food pantry in South Lake. The grand opening will be held August 17, 2026.
- A promotional video for the Biology Track transfer degree was produced for the website. In addition, a virtual orientation for Health Professions was created to support moving the orientation process online.
- Production completed the third episode of *Heart of Lake and Sumter* which features Lake County, LA.S.E.R., the LSSC Lineworker Bootcamp, and SECO Energy's emergency preparedness efforts for hurricane season.

Workforce Readiness

Institutional Advancement:

The Foundation has received the following grants:

- June Jones: \$50,000 - Emergency Assistance/ Scholarships
- Florida Blue- \$ 5,000- Food Pantry
- Publix-\$1,000- Golf Outing Sponsorship

The Foundation has submitted a request for the following grants:

- Perkins: \$173,091- Workforce
- Health Resources and Services Administration - Nursing Education, Practice, Quality and Retention- \$2,600,000 over 4 years
- Orlando Health- Respiratory Care Equipment- \$37,000

Learning & Work Environment

Institutional Advancement:

- Julie Nester has joined the LSSC Foundation as the Executive Director of Major Giving.

GIFTS AND CONTRIBUTIONS RECEIVED

June 1, 2026 – June 30, 2026, \$113,404.16

July 1, 2026 – July 31, 2026, \$168,035.61

Academic Affairs Division
Update for the President and District Board of Trustees
August 2026
Ms. Karen Hogans, Vice President of Academic Affairs

Access

- Continued discussions regarding an articulation pathway between our AS in Construction Management and UCF's BS in Career and Technical Education, Workforce Training and Development, and shared a draft academic plan for review.
- Dr. Roland Nuñez coordinated dual enrollment agreements for the 2026-2027 academic year with 23 private schools, 2 charter schools, and the Lake and Sumter County Public School districts.
- The new Bachelor of Science in Exceptional Student Education (BSESE) program received full approval and is now accepting students for Fall 2026.
- The College received state approval to offer Reading Endorsement courses for practicing teachers and has begun promoting these opportunities through district partnerships.

Learning & Work Environment

- Caitlin Moore, Director of Articulation and Curriculum, attended the Emotional Intelligence Learning Experience 2.0 professional development program.
- AI Instructor Darren Broemmer was selected to attend a NASA-sponsored AI training program for Florida College System faculty and will share insights and resources with colleagues upon return.
- Department of Teaching and Learning staff completed the initial phase of the faculty professional development website: lssc.edu/DTL.
- Dr. Rachel Morgan and Dr. Justin Greathouse finalized planning for Adjunct Kickoff meetings and instructional duty day professional development, covering AI, teaching philosophy, and student support resources.
- Mathematics faculty participated in FTYCMA's Summer Spark professional development series, with Dean Megan Cavanah serving a leadership role in planning and coordination.

Student Learning & Success

- Department of Teaching and Learning staff reviewed new course proposals with faculty experts to strengthen universal design and student engagement practices.
- Associate Professor Taralyn Pierce led publication of the 94-page Odyssey magazine featuring 177 works by more than 30 students.
- Academic Affairs leadership facilitated a dual enrollment faculty workshop at The Villages Charter High School focused on college updates, teaching guidance, and instructional best practices.
- BSE students participated in a STEAM and Storybook Kids College service-learning experience, connecting coursework to practice while engaging elementary students on the Clermont and Leesburg campuses.
- Eight students from the inaugural Respiratory Care cohort will be recognized at the Pinning Ceremony on August 7, 2026.

Workforce Readiness

- AVP Sargent and Dean Johnson participated in AFC Council for Workforce Education meetings, sharing workforce updates and engaging in statewide discussions on Workforce Pell and the Master Credential List.
- All Fall 2026 Bachelor of Science in Elementary Education interns will complete paid internships during their final semester.

Enrollment & Student Affairs Division Update for the President and Board of Trustees August 2026

Dr. Joseph Mews, Vice President of Enrollment & Student Affairs

Enrollment Summary:

The Summer 2026 semester concluded on August 8, and we finished with a summer record 4,396 student headcount, an increase of 16.5% (+622) compared to last year. The Fall 2026 semester begins August 17. As of August 9, enrollment stands at 6,805 student headcount, up 7.8% (+493) compared to the same time last year. Admission application windows are open this fall and will open for the 2027 terms on September 1.

Access

New Student Recruitment & Enrollment:

- Applications for the Fall 2026 semester are up to a record 5,208 – an increase of 6.4% (+314).
- Recruitment staff participated in multiple back-to-school events across Lake and Sumter counties, providing enrollment assistance and connecting prospective students and families with resources.
- Accepted Student Day at the South Lake Campus welcomed 170 incoming students and another 200 guests on Aug. 4. The final summer event will be held on Aug. 12 at the Leesburg Campus.
- 21 Talent Search students competed in the 54th Annual TRIO Olympics at USF, earning 1st Place in Co-Ed Volleyball and Debate, 2nd Place in the STEM Relay, and 3rd Place in Co-Ed Kickball.

Financial Aid:

- Completed reconciliation of 2025-26 state aid, Federal Work-Study, and SEOG funds.
- FAFSA submissions are up by 24% for the 2026-27 year (7,348 vs. 5,921 last year).
- Financial Aid awards are trending ahead by 42% (3,553 vs. 2,490 last year).
- Hired Karissa Lawson-Dorsey as Financial Aid Director, beginning August 17.

Student Learning & Success

Advising, Retention, & Graduation:

- Extended hours and shifted to drop-in advising for August to expand access and support on campus, through our virtual queue, and by phone.
- Hosted several Quick Enroll, Registration Rally, and Graduation Check events over the summer in addition to Accepted Student Days, to support students with registration and graduation planning.

Athletics:

- Beach Volleyball was named the NJCAA Beach Volleyball Academic Team of the Year and FCSAA Female Academic Team of the Year (Large Roster – 11+ participants). Men's Cross Country was named FCSAA Male Academic Team of the Year (Small Roster – 10 or fewer participants).
- Welcomed Justus Perry as Head Softball Coach and Betsy Billings as Athletics Operations Specialist.
- Preparing for the annual Golf Classic on September 11.

Student & Career Engagement:

- Preparing for Lakehawk Launch Week, Welcome Back events, Career Services Open Houses, and SGA recruitment activities as the fall semester begins.
- Revamping communication campaigns to promote engagement opportunities and student resources throughout the fall semester, and implementing new assessment tools to measure student engagement, belonging, retention, and overall student success.

Student Support & Wellbeing:

- Celebrated the August 7 ribbon cutting of the LakeHawks' Harvest Food Pantry at the South Lake Campus, expanding access to food and essential resources that support student wellness, persistence, and academic success.

**Facilities Planning and Operations Division
Update for the President and District Board of Trustees
August 2026**

Thom Kieft, Vice President, Facilities Planning and Operations

Learning & Work Environment

College-Wide

- Hold Active Threat Response Training for faculty, staff, and students starting on August 12. Most full-time employees will have in-person on campus training. Students and part-time/online faculty will have online recorded options.
- Prepare for the roll-out of the Raptor silent panic alert device for faster response to emergency situations.

Leesburg Campus

- A large roof exhaust fan on top of Science-Math is to be installed on August 8.
- VCT in the first floor hallway of Science-Math was replaced near a water leak.
- The Health Sciences Center had installation of ALC controls completed in late July.
- The Health Sciences Center had a replacement of a damaged fire alarm panel.
- The Science-Math Building rooms that were occupied for Kid's College had paint touch up, lights replaced, and floors waxed.
- The Gymnasium fire alarm panel, strobes, and pull stations upgrades are final.
- A shared eSports space in the Student Center is on schedule for September 1 deadline.
- Installation of a new pot feeder to filter internal chiller pipes at the Chiller Plant.
- The Health Sciences Center and Science-Math Bldg. parking lots were seal coated and re-stripped prior to the start of the fall semester.

Sumter Center

- A plumbing isolation valve for Building 4 was installed and a leaking sink was repaired.

South Lake Campus

- Science-Heath 2nd floor air handler coil replacement was finished on July 29 by AMSCO.
- A faulty fire alarm module in the Science-Health Building was replaced on August 5 and the fire system is now operational
- Facilities staff is finalizing the moving and painting of faculty/staff offices in preparation of the fall semester.
- The driveway entrance from North Hancock was seal coated and striped.
- Wheel stops in parking lot A are being repainted to prepare for the fall semester.

**Financial Services Division
Update for the President and Board of Trustees
August 2026**

Michelle Matis, Vice President of Finance and Chief Financial Officer

Learning and Work Environment

- Finished RFQu 26-04 Design-Build Workforce Development and submitted recommendation to DBOT.
- Accounting is working hard to finalize the closing out of FY26. The AFR template, which includes the financial statements plus 25 worksheets of supplementary required data is due to FLDOE August 17, 2026. This year's financials will be presented under the new GASB revenue reporting requirements.
- Finalized LSSC Foundation's FY25 audit. Worked with their independent auditors to implement the new GASB revenue recognition requirements as they are included as a discreetly presented component unit on the College's financials.
- Finance team opened new fiscal year in Banner and have been uploading budgets.
- Payroll has been coordinating with Human Resources to implement COLA for FT staff effective Aug 1 and for FT Faculty effective Aug 11.
- Student Accounts is monitoring unpaid balances:

Term	Students		Amt
Fall '25	197	\$	275,699
Spring '26	284	\$	356,408
Summer '26	500	\$	540,357
	981	\$	1,172,464

- Accounts Payable processed 310 invoices for payment in July totaling \$2.2M.
- Procurement processed 167 Purchase Orders for the month of July.
- Coordinating with the 8 construction management firms that were approved for continuing services contract to finalize agreements.
- CFO attended NACUBO's Annual Meeting July 19-21 and attended sessions that covered topics such as addressing ghost students and fraud, utilizing expenditure ratios in program reviews, trends in hiring and organizational structure, benchmarking student financial services activity for organizational effectiveness.

Technology Innovation Division
Update for the President and District Board of Trustees
August 2026

Nick Kemp, Vice President of Technology Innovation & Chief Information Officer

Learning and Work Environment

Cybersecurity:

- July brought more than 88,000 blocked phishing emails and cyberattack attempts, pushing the year-to-date total past 648,000—roughly one attack every 28 seconds. Around-the-clock monitoring and sharper employee reporting stopped malicious messages before they could disrupt operations, compromise credentials, or expose institutional data.
- Migrated Microsoft 365 integrations for Salesforce and TargetX from legacy Exchange Web Services to Microsoft Graph API and Entra authentication, affecting all platform users while maintaining uninterrupted access. The upgrade removed reliance on retiring technology, strengthened identity security, and positioned a critical business application for continued compatibility with Microsoft's cloud and security roadmap.

Education Technology:

- All 45 classrooms on the Leesburg campus now feature upgraded projectors, touchscreen computers, and ClickShare devices, providing instructors and students with more reliable, consistent classroom technology.

Enterprise Systems:

- Replaced the legacy Admin-Banforms page with a modern, user-friendly portal that centralizes access to Banner, myLSSC, Evisions, Degree Works, document management, and the Support Hub. The updated design improves navigation, accessibility, and reliability while reducing time spent locating critical systems and minimizing navigation-related support requests.
- Deployed automated daily email notifications for the FOAAINP requisition workflow, alerting approvers when queues change and providing document details, submitter and approver names, and direct links to Finance Self-Service. The automation improves accountability, reduces manual follow-up, shortens approval delays, and creates clearer audit trails for procurement activity.

Institutional Effectiveness:

- The Institutional Effectiveness team and Academic Affairs will lead the Fall 2026 Student Learning Outcomes Assessment Exchange on August 14, providing faculty with assessment updates, practical process guidance, and the first of five ISLO Norming Sessions.
- AVP of Institutional Effectiveness Daniel "Woody" Weber attended the SACSCOC Summer Institute in Atlanta, July 19–22, gaining current guidance on compliance standards, institutional assessment, and upcoming accreditation changes. Training included updated SACSCOC requirements for Substantive Change submissions, strengthening institutional readiness for streamlined compliance processes.
- Kudos to Director of Institutional Research Bill Dillinger for collaborating with Kevin Yurasek and President Temple to analyze the state funding model and identify opportunities to support continued institutional growth.

Technology Infrastructure:

- Completed the College-wide Canon copier refresh, deploying new devices across all campuses, implementing a modern print infrastructure, and introducing PaperCut MF. The project standardizes print services, improves supportability, and creates a foundation for stronger print management and future workflow automation.

BOARD ATTORNEY'S REPORT





Back to agenda
ITEM: 0826-17

August 5, 2026

District Board of Trustees for
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34474

Re: Board Attorney Report for August 19, 2026

Dear Trustees:

Below is an update on several matters of interest to the Board.

Brittany Whittemore as parent and natural guardian of L M, a minor v. PFXA Inc. and Independent Sports Association LLC ISA, Lake County Case No. 35-2024-CA-001404. The Court approved the settlement. The Plaintiff filed voluntary dismissal with prejudice of the case on July 16, 2026. This item will be removed from future reports.

Kelly McLean v. Lake Sumter State College Foundation, Inc., Board of Trustees, a/k/a Lake-Sumter College. Lake County Case No. 2024-CA-002270. A former employee filed an action under the Florida Civil Rights Act for claims of discrimination based on her disability and retaliation claims of Family Medical Leave Act interference and retaliation. The Consortium assigned attorneys Mark E. Levitt and Howard M. Waldman to represent the College. Discovery must be completed on, or before September 30, 2026 and any motions for pre-trial rulings must be heard prior to December 18, 2026. Discovery is ongoing. Plaintiff has scheduled depositions of Dr. Tolx (August 21), Dr. Bigard (August 25) and Deborah Franklin (September 3). Dr. Bigard and Ms. Franklin have both been served with a subpoena to attend mediation virtually.

Shelia Williams v. Lake Sumter State College, Lake County Case No. 35-2025-CA-001358-A. A former employee filed a complaint alleging disability discrimination and failure to accommodate, both under the Florida Civil Rights Act of 1992. The Court entered an Amended Case Management Order on February 3, 2026. Discovery must be complete no later than September 11, 2026, mediation must be held no later than October 23, 2026, dispositive motions must be filed no later than December 7, 2026 and the project trial term remains set for March 2027 or soon thereafter. The College took Plaintiff's deposition on May 28, 2026. Mediation is scheduled for October 13, 2026.

Gino Santos, EEOC No. 15D-2026-00538; FCHR No. 2026117988. A former employee of the College filed a complaint of discrimination with the Florida Commission on Human Relations (Commission) alleging the College discriminated against him on the basis of race, sex,

national origin, age, and retaliation in violation of the Florida Civil Rights Act of 1992. Attorney Brian Koji defended the College in this matter. After investigation the Commission the Commission's Office of General Counsel reviewed all available evidence and the Investigative Memorandum, and recommended that it is unlikely that unlawful discrimination occurred. Therefore, the Executive Director of the Commission determined No Reasonable Cause.

Subsequently, Mr. Santos asked for an administrative hearing. An administrative hearing is scheduled on September 15, 2026 before Judge Robert J. Telfer, III. The hearing is to determine whether the College engaged in unlawful employment discrimination and retaliation, and if so, the appropriate penalty. Attorney Koji will be defending the College in this matter.

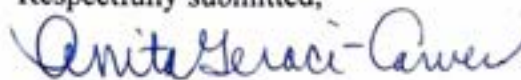
Rebecca Nathanson. Former employee Nathanson hired counsel to represent her in regard to her claims of "age discrimination, failure to promote, wrongful termination of employment, disability discrimination, FMLA interference, intentional infliction of emotional distress and negligent infliction of emotional distress." Her attorneys seek disclosure of College insurance policies pursuant to s. 627.4137, Florida Statutes, and preservation of documents related to her employment with the College. A pre-suit settlement demand has been received from Ms. Nathanson. Attorney Brian Koji is defending the College in this matter.

Ms. Nathanson previously filed an EEOC claim (FCHR 2026118206; EEOC 15D-2026-00602) based on the same allegations. The Florida Commission on Human Relations was unable to conclude the investigation within 180-day statutory timeline therefore they declined to determine whether there was cause or no cause to believe a violation occurred.

Student Claim of Discrimination, OCR Complaint No. 04-26-2263 (formerly 04-25-2645). The student filed a claim of discrimination based on race and disability, and retaliation with the Office for Civil Rights. Pre-investigative mediation was held March 31, 2026; however, a settlement was not reached. OCR issued a new case number and will begin its investigation into the claim. At this time no action is required by the College.

If you have any questions, please feel free to call me. I look forward to seeing you at the Board meeting.

Respectfully submitted,



Anita Geraci-Carver

cc: John Temple, President



NEW BUSINESS



Contract for Design Build for Workforce Development Center

Agenda Item: 0826-18

Background/References

According to Florida Statutes 1001.64 (5); Each board of trustees shall have responsibility for the use, maintenance, protection, and control of Florida College System institution owned or Florida College System institution controlled buildings and grounds, property and equipment, name, trademarks and other proprietary marks, and the financial and other resources of the Florida College System institution. Such authority may include placing restrictions on activities and on access to facilities, firearms, food, tobacco, alcoholic beverages, distribution of printed materials, commercial solicitation, animals, and sound.

Summary

At the August 7, 2026 District Board of Trustees meeting, the Board approved the College to negotiate a contract with Nicholas & Associates for the Design Build of the Leesburg Campus Workforce Development Center.

The contract has been sent to the Board members for review and action.

Recommendation

Motion to approve the contract for Design Build of the Workforce Development Center with Nicholas & Associates.

Awarding of Posthumous Honorary Degree – Michael Whiley

Agenda Item: 0826-19

Background/References

In accordance with F.S. 1005.22 and Florida Department of Education Rule 6E-1.0041, eligible postsecondary institutions may award honorary degrees and certificates. Lake-Sumter State College Administrative Procedure 4-22 outlines the process by which the College President can present a candidate to the District Board of Trustees for approval of the award of an honorary degree.

Description

Lake-Sumter State College may award an honorary degree to individuals who have an association with LSSC and/or the State of Florida by virtue of birth, education or direct contribution to the well-being of the state's citizens, or have distinguished themselves in such a manner, and at such a level, as to have won recognition in their respective areas of endeavor at the state, regional or national levels, or will reflect favorably on LSSC, Florida, and the State of Florida. LSSC may also award a posthumous honorary degree to former students upon consideration of an official request and review of degree progress.

Student Michael Whiley passed away unexpectedly on June 3, 2026. He was pursuing an Associate in Science in Construction Management degree at LSSC and making progress toward completion. It has been requested that the College award him an honorary A.S. degree in the Fall 2026 semester.

Recommendation

Motion to approve the conferral of an Associate in Science in Construction Management degree honoris causa to Michael Whiley as written.

First Reading of Board Rule 1.08 Naming of Facilities

Agenda Item: 0826-20

Background/References

The District Board of Trustees is authorized to establish rules in accordance with the Administrative Procedures Act (Florida Statutes 1001.64) that insure proper operation, improvement, and management of the College consistent with the rules adopted by the State Board of Education.

Description

The College is requesting Board Rule 1.08 be updated for modernization that allows for a naming to be changed or removed in the event a naming falls into disrepute at the discretion of the Board.

Recommendation

This item is for informational purposes only and will be brought back to the next meeting for final vote.

LAKE-SUMTER STATE COLLEGE BOARD
RULE

TITLE: Naming of Facilities

NUMBER: 1.08

AUTHORITY: Florida Statutes 1001.64

PAGE 1 of 2

HISTORY: New - 10/18/00 ~~DATE~~
~~ADOPTED: 10/18/00~~ REVISED:
09/16/26

I. GENERAL

In order to recognize gifts to Lake-Sumter State College and the Lake-Sumter State College Foundation, Inc. ~~given for college facilities, scholarships, endowed chairs and any other part or program of LSCC~~, the donor's name may be added to College Facilities (as hereafter defined) or portions thereof~~used on the entity for which the gift was given.~~

Naming must be done in accordance with guidelines adopted by the District Board, ~~and~~ must be approved by the District Board, and have the consent of the donor.

- a. Campuses/centers shall bear the name of the geographic area wherein they are located. Campuses/-centers shall not bear the name of any person, living or deceased, ~~or an organization.~~

- b. College buildings, auditoriums, rooms, roads, walkways, recreational complexes, or similar facilities may, (collectively "Facilities") with the approval of the District Board, be named for living or deceased individual(s), a family, or an organization who ~~have~~ has made a significant contribution to the community and/or the college.

- ~~b.c.~~ c. Criteria for naming ~~F~~Facilities, ~~scholarships or endowed chairs~~ shall include, but are not limited to:

1. The ~~individual's donor's~~ significant contribution to education within the nation, state, and/or local community;
2. The ~~individual's donor's~~ years of meritorious service to the college;
3. The ~~individual's donor's~~ long-standing and dedicated commitment to the improvement of the quality of life within the college service district;
4. The ~~individual's donor's~~ monetary contribution to the college, following guidelines for which have been approved by the District Board and developed in conjunction with the Lake-Sumter State College Foundation, Inc.

- ~~e.d.~~ d. The decision to name a ~~F~~facility (or portion thereof), ~~scholarship or endowed chair~~ shall be made only after the proposal has been ~~logged filed~~ with and presented to the District Board at a regularly scheduled meeting and brought back to the next regularly scheduled meeting for further consideration and a vote. The District Board may designate a

~~committee ask its Facilities Committee or other committee~~ to study the matter before it is proposed for acceptance by the District Board.

RULE 1.08

PAGE 2 OF 2

- e. ~~It is the intent of the District Board that, once naming a~~ naming of a Facility facility (or portion thereof), ~~shall remain in place for the remaining useful life of the Facility, except as otherwise provided herein or provided for in a written agreement with the donor and approved by the District Board. the name shall be permanently attached to the facility is considered a long term decision for the remainder of its useful life.~~
- f. ~~If an individual or organization (or an organization's executives, officers or management staff) for whom a fFacility (or portion thereof) has been named comes into disrepute in the institution or in the community at large, the President may recommend to the District Board of Trustees may vote to discontinue the use of the name on the fFacility (or portion thereof).~~
- g. ~~The District Board may, by majority vote at a regular meeting, make case-by-case exceptions to naming requirements upon the recommendation of the College President and the Foundation Board of Directors.~~
- d. ~~At the recommendation of the College President and the Foundation Board of Directors, the District Board may exercise flexibility in naming requirements to make exceptions on a case-by-case basis by a majority vote at a regular meeting.~~
- e.h. This Rule 1.08 applies only to the naming of ~~college~~ College Facilities (or portions thereof), ~~scholarships or endowed chairs~~ named after ~~October 18, 2000~~ September 16, 2026.

2026-2027 District Board of Trustees Meeting Dates

Agenda Item: 0826-21

Background/References

Each year the schedule for the District Board of Trustees meetings are proposed for the upcoming fiscal year.

Description

The proposed dates for the 2026-2027 District Board of Trustees meetings are attached.

Recommendation

Motion to approve the 2026-2027 District Board of Trustees meeting dates as written.

Proposed 2026-2027 District Board of Trustees Meeting Dates and Locations

Wednesday, September 16, 2026	5:00 PM	South Lake
Wednesday, October 21, 2026	5:00 PM	Sumter
Wednesday, November 18, 2026	5:00 PM	Leesburg
<i>No Board meeting in December</i>		
Wednesday, January 20, 2027	5:00 PM	South Lake
Wednesday, February 17, 2027	5:00 PM	Sumter
Wednesday, March 17, 2027	5:00 PM	South Lake
Wednesday, April 21, 2027	5:00 PM	Leesburg
Wednesday, May 19, 2027	5:00 PM	Sumter
Wednesday, June 16, 2027	5:00 PM	Leesburg
<i>No Board meeting in July</i>		
Wednesday, August 18, 2027	5:00 PM	Leesburg

Lake-Sumter State College **DISTRICT BOARD OF TRUSTEES**

Mr. Bret Jones, Chair

Mr. Roger Croft

Dr. Dan Boggus

Ms. Anita Geraci-Carver, Board Attorney

Mr. Timothy Morris, Vice Chair

Mr. Steven Munz

Ms. Samantha Scott

Mr. Matt Silbernagel

Mr. John Temple, LSSC President

Transforming **lives** and **futures**
throughout our community

SUPPLEMENTAL

Item: 0826-13

Item: 0826-14

Item: 0826-18



ITEM: 0826-13

LifeStream Agreement



**MEMORANDUM OF UNDERSTANDING
LAKE-SUMTER STATE COLLEGE AND
LIFESTREAM BEHAVIORAL CENTER
RELATING TO OPERATION OF THE LSSC STUDENT ASSISTANCE PROGRAM**

This Memorandum of Understanding ("Agreement") made by and between Lake-Sumter State College, a political subdivision of the State of Florida ("LSSC"), and LifeStream Behavioral Center, Inc., a Florida Not- For-Profit Corporation ("LIFESTREAM") effective **7/1/2026** and ending **6/30/2027**. Collectively, LSSC and LIFESTREAM may be referred to as the "PARTIES."

RECITALS

Whereas, the program shall be known as the Lake-Sumter State College Student Assistance Program (the "Program"); and

Whereas, the purpose of this Agreement is to provide for the operation and funding of the Program for LSSC students with behavioral health/counseling services provided by LIFESTREAM as hereinafter described; and

Whereas, the PARTIES desire to acknowledge their intentions in this written Agreement, and each commit to the responsibilities set forth herein; and

Whereas, this Agreement is entered into pursuant to and in accordance with all applicable provisions of Florida law.

NOW, THEREFORE, IN CONSIDERATION of mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

1. **RECITALS.** The Recitals set forth above are true and correct, form a material part of this Agreement and are incorporated herein by reference.
2. **TERM OF AGREEMENT.** The term of this Agreement will be from July 1, 2026 to June 30, 2027. The Parties will implement the Program year-round, offering counseling services fall, spring, and summer semesters. This agreement may be renewed upon written agreement of both PARTIES. If either party desires to renew the Agreement they should notify the other party at least sixty (60) days prior to the expiration of the Agreement.
3. **STUDENT ASSISTANCE PROGRAM COORDINATOR.** LIFESTREAM will employ a Student Assistance Program Coordinator, who will work cooperatively with LSSC's designated administrative staff to administer the LSSC Student Assistance Program across both Lake and Sumter counties.
4. **FUNDING.** LSSC shall provide LIFESTREAM with funding of \$80.00 per counseling session, for up to five (5) sessions per student. LSSC will support a minimum of 125 counseling sessions per contract year, totaling a minimum of \$10,000 per year. Sessions above the contracted minimum (125) will be invoiced at \$80 per session.
5. **PAYMENT.** Payment under 4. above will be due and payable to LIFESTREAM within thirty (30) days after an appropriate invoice is remitted to LSSC.

6. **ELIGIBILITY.** On behalf of LSSC, designated LSSC Administrative staff, as designated by the Vice President, Enrollment and Student Affairs, or their designee, will determine which students are eligible to participate in the Program and will provide the necessary counseling referral directly to LIFESTREAM.
7. **CRISIS RESPONSE & SUPPORT.** LIFESTREAM will provide on-site crisis response and trauma support to LSSC's Student Assistance Program upon request from the Vice President, Enrollment and Student Affairs or their designee. This support will be invoiced at \$100 per hour, up to a maximum number of hours agreed upon by both PARTIES. The maximum number of hours agreed upon by the Parties will be memorialized in writing, which may be in e-mail.
8. **FURTHER AGREEMENT/S.** The PARTIES acknowledge future agreements may be necessary. The PARTIES each agree to work cooperatively in developing such other agreements as may be necessary from time to time.
9. **DEFAULT, TERMINATION AND ENFORCEMENT OF AGREEMENT.**
 - A. The PARTIES may terminate this Agreement at any time, provided such termination is mutually agreeable and the terms are reduced to writing and signed by all PARTIES.
 - B. If for any cause other than something outside either party's control, LIFESTREAM or LSSC shall default in the performance of any of the material covenants, agreements, terms, conditions or stipulations of this Agreement and shall fail to cure such default within fifteen (15) calendar days after receiving written notice of such default from the non-defaulting party, in addition to any other rights and remedies available to it, the non-defaulting party will thereupon have the right to terminate this Agreement upon providing the defaulting party five (5) business days prior written notice of its intent to terminate (such five (5) day period to commence upon the defaulting party's receipt of such notice). Notice shall be provided to the undersigned persons at the address listed.
10. **REPRESENTATIONS AND WARRANTIES.**
 - A. The LSSC represents and warrants to LIFESTREAM that: (i) the District Board of Trustees of Lake-Sumter State College is a duly authorized and existing political subdivision of the State of Florida; (ii) the LSSC have the full right and authority to enter into this Agreement; (iii) each of the persons executing this Agreement on behalf of the LSSC is authorized to do so; and (iv) this Agreement constitutes a valid and legally binding obligation of the LSSC, enforceable in accordance with its terms.
 - B. LIFESTREAM represents and warrants to LSSC that: (i) LIFESTREAM has the full right and authority to enter into this Agreement; (ii) each of the persons executing this

Agreement on behalf of LIFESTREAM is authorized to do so; and (iii) this Agreement constitutes a valid and legally binding obligation of LIFESTREAM, enforceable in accordance with its terms.

11. **ASSIGNMENT.** Neither LSSC nor LIFESTREAM may assign any rights or delegate any duties under this Agreement without the written consent of the other party.
12. **NOTICES.** All notices, demands, requests for approvals or other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person to the authorized representative of the recipient provided below, upon the expiration of five (5) calendar days following the date mailed by registered or certified mail, postage prepaid, return receipt requested, or upon the date delivered by overnight courier (signature required) and addressed:

TOLSSC: Dr. Joseph Mews, VP of Enrollment and Student
Affairs Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, Florida 34788

TO LIFESTREAM: Rick Hankey, CEO/President
Lifestream Behavioral Center
PO Box 491000
Leesburg,FL 34749-1000

13. **WAIVER.** No act or omission or commission of either party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such a waiver, release, or modification is to be effect only through a written modification to this Agreement.
14. **GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Florida. Venue shall be in Lake County, Florida.
15. **NO THIRD PARTY BENEFICIARY.** Persons not a party to this Agreement may not claim any benefit hereunder or as third party beneficiaries hereto.
16. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.
17. **DRAFTING OF AGREEMENT.** This Agreement has been drafted and negotiated by LSSC and LIFESTREAM and the same shall not be construed against either party.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the PARTIES relating to the preparation of the prospectus and no change will be valid unless made by supplemental written agreement executed by both PARTIES.
19. **SEVERABILITY.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any other part of any section of this Agreement provided that the PARTIES continue to enjoy the intended benefits for which they entered this Agreement.

IN WITNESS WHEREOF, the PARTIES have caused this Agreement to be executed by their duly authorized representatives on the date first above written.

LAKE-SUMTER STATE COLLEGE

Signed by:

2E1B570B472B42A...

John Temple, President

Date: 7/20/2026

LIFESTREAM BEHAVIORAL CENTER, INC.

Rick Hankey, President/CEO

Date: _____

The seal of the State of Illinois is partially visible on the right side of the slide. It features a circular design with a green outer ring containing the text "STATE OF ILLINOIS" in white. Inside the ring is a blue field with a white sunburst pattern. The year "1966" is written in white at the bottom of the seal.

ITEM: 0826-14
Teamont Cafe Agreement

FACILITY USE AGREEMENT
Between
LAKE-SUMTER STATE COLLEGE
And
JGreen Solutions, LLC DBA Teamont Cafe

THIS FACILITY USE AGREEMENT made and entered into by and between Lake-Sumter State College (herein referred to as the "College"), located at 9501 U.S. Highway 441, Leesburg, Florida 34788 and JGreen Solutions LLC DBA Teamont Café (herein referred to as the "Vendor") located at 136 Colonial Pine Lane, Minneola FL 34715

WITNESSETH

WHEREAS, College is the owner and operator of the land, improvements and other facilities making up the higher education institution known as Lake-Sumter State College, South Lake Campus, located at 1250 N. Hancock Road, Clermont, FL 34711 (the "Campus");

WHEREAS, the College does hereby grant the Vendor the rights to provide professional food service and catering to the Clermont (South Lake) Campus, located at 1250 N Hancock Road, Clermont, FL. 34711, with non-exclusive retail food services.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, and for other valuable consideration, (the receipt and sufficiency of which are hereby acknowledged), College and Vendor (collectively, the "Parties") agree to the following terms and conditions:

ARTICLE 1. TERMS

1. Agreement Period and Renewals: The agreement period shall be for an initial period beginning on April 1, 2025 and ending on June 30, 2026. Both parties have the option to renew the agreement for up to four (4) additional 1- year terms, with the last term ending on June 30, 2029. If either party chooses not to renew this agreement, they must provide notice in writing at least 60 days prior to end date.
2. Independent Contractor: Nothing herein is intended, or shall be construed as in any way, to create or establishing the relationship of co-partners between the parties or in any way making the Vendor an agent or representative of the College for any purposes or in any manner whatsoever. The Vendor is, and shall remain, an independent contractor with respect to all services performed.
3. At the expiration or earlier termination of the agreement, Vendor shall surrender to College, the possession of the Premises. Vendor shall leave the surrendered Premises and any of Vendor's improvements, as herein defined, in good and broom-clean condition, normal wear and tear accepted. All property that Vendor is required to surrender shall become LSSC's property at termination of the Agreement. Vendor is permitted to remove all personal property, including equipment purchased by Vendor, furniture, and trade fixtures, provided that any damage to the Premises shall be repaired by Vendor and provided that any items not removed shall be conclusively presumed abandoned and shall become the property of College if said property is not removed within thirty (30) days of expiration or earlier termination of the agreement.

ARTICLE 2. RENT AND COMMISSIONS TO THE COLLEGE

1. The Vendor shall provide a monthly rent payment to the College in the amount of \$400 per month. Rent will be prorated during closures.
2. The Vendor shall provide a discount of 10% for in-house catering services.

ARTICLE 3. TAXES AND LICENSES

1. The College does not pay federal, excise, and state sales taxes on the College's direct purchases or services. The applicable tax-exempt numbers are:

Florida Sales Tax: 85-80 13197636C-5/Federal identification Number: 59-1210132

2. The Vendor shall be licensed and insured to do business in Florida in compliance with Florida Statutes and all employees shall be appropriately licensed for food handling and shall be certified safety food handlers in accordance with Florida law.
3. The Vendor shall pay all applicable taxes and purchase any licenses that may be required in the performance of the agreement. In addition, the Vendor shall be responsible for obtaining all necessary Vendor and employee permits and/or registration cards in compliance with all applicable federal, state and municipal statutes.

ARTICLE 4. PERMITTED USE

1. The Vendor shall furnish all supervision, labor, and supplies required for the satisfactory performance of providing retail food service. The Vendor shall employ trained, reliable, quality conscious workers. The Vendor shall at all times, enforce strict discipline and good order among her employees. It is intended that the services include all functions normally considered a part of a satisfactory food service operation whether or not listed herein.
2. Services to be performed under this agreement, shall be subject to inspection and approval by the designated College representative(s). The College representative(s) expect to periodically meet with the Vendor to solve any problems or issues which may arise.
3. Retail Food Services
 - a. Services will include the complete operation of the existing food preparation and serving area.
 - b. The Vendor will provide menu choices that include, but are not limited to, any variations of these items: healthy food selections including fruit and salads, deli selections, grill items, hot food selections, fountain and bottled beverages, breakfast items, coffee, desserts, and snacks. In addition, the Vendor will provide grab and go items such as, but not limited to, premade salads, sandwiches, etc.
 - c. The Vendor will provide the College representative(s), or her designee, with written menus and pricing structures that shall be approved by the College's representative, or her designee. Any request for change in pricing structure by the Vendor must be submitted in writing to the College representative(s), or her designee, and will be subject to approval.
 - d. The Vendor shall maintain hours of operation as mutually agreed. Food Service operations shall be open a minimum of Monday thru Thursday for breakfast and lunch while school is in session with the exception of summer term. The College reserves the right, during non-operating hours, to utilize food service spaces for other purposes which do not include food

service. The College will notify the Vendor in advance of such use. The Vendor will not be responsible for damage or theft to food service area when used by the College in the Vendor's absence. The Vendor will notify the College representative(s), or her designee, immediately upon discovery of damage or theft.

- e. The Vendor may elect annually to close during Summer session which typically occurs between May 1st-Aug 15th. The rent will be pro-rated if notice is given to College representative (s), or her designee, at least 15 days prior to close of retail food services.
- f. The Vendor may operate a food service truck on the South Lake Campus premises during non-office hours and will compensate the College for electrical usage based on metered rate if available or a flat rate of \$40.00 per month.
- g. Display and serving areas shall be clean, sanitary, orderly, and attractive at all times. Any spillage or soiled spots shall be removed promptly from counters, steam table pans, general serving and dining areas and floors.
- h. All serving stations and bars are to be well stocked throughout the entire posted serving times. The last customer is to be offered the same range of choice as the first. Serving lines are to be well staffed with personnel. Sufficient quantity of menu items shall be available throughout the entire serving period.
- i. All food shall be garnished for attractive presentation whenever possible. Food items at the service stations and salad bars shall be readily identifiable by individual labels. Any food appearing discolored, unappealing, or not in a proper state of freshness shall not be served. The Vendor shall adhere to the general food service industry guide.
- j. Food shall be prepared and cooked the day it is to be served and as close to the meal period as time permits. Leftover foods will be kept to a minimum, properly stored, dated, refrigerated and served within 24 hours, or frozen. Non-frozen leftover food shall only appear as an extra item and must be disposed of after the 24-hour period. Frozen leftovers such as beef, poultry, and pork items, should only appear on the menu as reworked items.
- k. The College agrees to use the College's information networks to promote menu offerings. The Vendor may submit monthly/weekly menus and special events for distribution to faculty, staff and students via the College's information networks. The Vendor will restock advertised menu items regularly.

4. Catering Services

- a. The College will provide the Vendor non-exclusive rights to the catering business.
- b. Catering events on campus range from coffee breaks and to meetings and events. The College and outside customers may utilize the catering services of the Vendor. Any catering event in which the College uses the Vendor's services shall be coordinated between the Vendor and the College.
- c. The Vendor shall conduct any catering services operation in a safe, efficient, and sanitary manner. The Vendor shall comply with any and all applicable laws, ordinances, rules and regulations effecting the operation of the food service.

5. Operations and Management

- a. The Vendor shall assign a full-time qualified manager, acceptable to the College, who shall be responsible for efficient operation of the food service and any catering provided by separate agreement. The manager shall be "on- call" and shall be responsible for operations of the Vendor under the contract.
- b. The Vendor shall require that all food service personnel wear clean, distinctive uniforms, and shall follow general food service industry established hygiene and grooming practices in handling of food. The Vendor shall provide its employees with proper instruction and training in customer relations and functional job-related skills.
- c. The Vendor shall be responsible for the supervision, direction and annual safety training for his/her employees in Food Handling Safety, Right to Know, Blood-borne Pathogens, hazardous waste training and all other training required by Florida law to operate. All equipment used by the Vendor shall be maintained in safe operating condition at all times, free from defects or wear which may in any way constitute a hazard to any person or persons on the College's property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on the College's property.
- d. The Vendor shall, at all times, maintain an adequate staff of employees on duty to assure efficient operation and will provide proper supervision. Only employees acceptable to the College will be assigned for duty. The Vendor will require their employees to comply with instructions pertaining to conduct and building rules and regulations.
- e. The Vendor agrees to employ, train and promote as much student labor as practical in its operations, provided that the Vendor shall determine, in its sole discretion, the amount of such student labor that it may practically train and employ.
- f. The Vendor shall immediately honor any request by the College for removal of any of the Vendor's employees who are deemed unsuitable by the College for any reason.
- g. The Vendor agrees to comply with any and all rules and regulations of the College, now or hereafter promulgated, regarding food or catering services. The College reserves the right to make and enforce such reasonable rules and regulations as in its judgment may be necessary or advisable from time to time to promote safety, care and cleanliness in the food service areas.
- h. The College reserves the right to periodically conduct, announced or unannounced, inspections, evaluations, and request changes in the operation and condition of the food service and facilities at any time with respect to quality, quantity and production of all food items, hours of meal service, prices, safety, sanitation and maintenance of the facilities and equipment to bring them to levels satisfactory to the College.
- i. The College shall entrust the Vendor with duplicate keys to the food service areas only. The Vendor shall have control of the entrances and exits of the retail food services/kitchen, and will assure that the same are locked and unlocked at such times as will accommodate all uses of the food service location and otherwise maintain the locations' security. Should Campus Security need to unlock any access to the food service location, re-securing same area will become their responsibility. The College's representative (s), or their designee, will have the right to enter all areas of the location at all times. If the College decides to change any of the locks on any of the doors in or about the food service location, it shall provide duplicate keys for such new locks to the Vendor. The Vendor shall not change the locks on any doors without the College's advance written consent, and then only upon the Vendor providing the College's representative (s), or

their designee, with duplicate keys for any such locks that are changed. If the Vendor loses any of the keys that are entrusted to it, the Vendor is responsible for the cost of changing any and all locks which such keys would operate.

6. Service and Cleanliness

- a. The College will replace ceiling tiles and clean ceiling grid as needed. The College will provide monthly cleaning of dining floors. The Vendor agrees to maintain all service areas, including, but not limited to, kitchen, service, and dining areas in a sanitary manner. The Vendor will be responsible for sanitation, cleanliness and general housekeeping on all food service areas as well as equipment, trays and utensils used in the operation. This will include the responsibility of hourly wipe down and daily cleaning of the retail food tables and surrounding areas. The Vendor shall have no handwritten signs except on whiteboards and all menus must be current. The Vendor must receive the College's approval to display commercial advertisements and/or change wall decor.
- b. Inspectors from all state and local authorities and from the College shall have complete cooperation from the Vendor. When state and local authorities arrive for inspection, the College shall be notified and, whenever practical, shall be present for the inspection. A copy of the inspection report shall be transmitted by the Vendor to the College within 72 hours of receipt. Within five (5) working days, the Vendor shall provide the College with a written report of corrective action. In the event that corrective action is a joint responsibility, the Vendor shall notify the College of its responsibility in the matter and shall work with the College in the implementation of such action. Inspections and evaluations shall be conducted so as not to interfere with the normal operation of the food service function.
- c. The Vendor shall achieve and maintain safe sanitary conditions as determined by the appropriate health department inspection(s). Should the Vendor fail the inspection for two consecutive inspection periods, the College may, at its option, terminate this agreement or make necessary corrections to meet the inspection requirements and invoice the Vendor for the costs thereof. Any such invoice shall be due and payable in ten (10) days.
- d. The College will provide hood suppression system cleaning bi-annually. The College will pre-schedule a time and provide 48-hour notice.

7. Accounting

- a. The Vendor shall maintain verifiable separate accounting and bookkeeping records for its site on the College's campus and shall utilize generally accepted accounting principles and practices in connection with the maintenance of all such accounting records.
- b. All gross income received by the Vendor from all cash and credit sales shall be recorded by an electronic cash register or system. Said cash register or system shall also include a tax key for recording and control of sales subject to tax.
- c. Sales tax is to be collected on all items, unless a tax exemption applies, in accordance with Florida State Statutes. The Vendor shall be responsible for remitting to the taxing authorities the appropriate amount of sales taxes in accordance with applicable state and local laws and regulations.

ARTICLE 5. NEWS RELEASES AND MARKETING

1. The Vendor shall obtain the prior approval of the College for any news releases or other publicity pertaining to this contract or other service, or project to which it relates. The Vendor shall not use the name of the College in any way unless approved in writing by the College.
2. The Vendor shall immediately have in place, and maintain throughout the term of the contract, a marketing program that emphasizes an entrepreneurial attitude regarding food and catering services. The success of this marketing program, as exemplified by growth in sales and positive survey results, will be a critical factor in the maintenance of a successful contract.
3. The College agrees to promote dining and catering services provided by the Vendor, although, it is the primary responsibility of the Vendor to market and promote all products and services provided by the Vendor. The Vendor will have menu and catering guides available to the campus community.
4. The Vendor is encouraged to have regular specials and events to increase customer awareness and traffic to all food operations and services. All events, promotions and marketing materials are subject to prior approval of the College.
5. The Vendor may supply information, including but not limited to, menus, catering brochures and special event notifications to the campus representative (s) for dissemination to the campus community.
6. The Vendor shall not use the name of the College in any way, including on paper cups, paper plates, napkins, matches, vehicles or condiments unless approved in writing by the College. All design, advertising and lettering of textile or paper goods shall be subject to approval by the College.

ARTICLE 6. INSURANCE REQUIRED

1. The Vendor shall obtain, maintain, and pay for insurance as provided below.
 - a. All insurers must be licensed and admitted in the State of Florida. Prior to the commencement of this contract, the Vendor shall furnish the College with a certificate of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this contract. The Vendor shall not allow any subcontractor to commence work until the subcontractor has obtained equivalent insurance and provided certificates of insurance showing the coverage to the College.
 - b. All policies required, except Professional Liability, shall be written as primary policies and not contributing to or in excess of any coverage the College may choose to maintain. Failure of the College to demand a certificate or other evidence of full compliance with these insurance requirements or failure of the College to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Vendor's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this contract at the College's option.
 - c. The Vendor shall provide evidence of the following minimum coverage:
 1. Workman's Compensation Insurance: As prescribed by the laws of the State of Florida
 2. General liability commercial policy of \$1,000,000 per occurrence, \$2,000,000 aggregate
 3. Comprehensive Bodily Injury and property Damage Liability Insurance, including bodily injury and property damage caused by automobiles, shall have a minimum limit of:

\$300,000 for injury or death of any one person, \$500,000 for injury or death to two or more persons in any one accident; and \$100,000 for property damage in any one accident.

4. The Vendor shall furnish the College with a Certificate of Insurance evidencing such coverage. The College shall be listed as a certificate holder.
5. With the exception of Professional Liability, Workers' Compensation and Pollution Liability (if applicable), all policies must name the District Board of Trustees of Lake-Sumter State College, its officers, employees, agents and volunteers as "Additional Insured" (ISO Form CG 2010, 1997 Edition or equivalent). The Certificate Holder and Additional Insured shall be known and identified on the ACORD Certificates as follows:

District Board of Trustees
Lake-Sumter State College
9501 U.S. Highway 441 Leesburg, FL. 34788

2. Indemnification

- a. Nothing in this section or any other provision of this Contract shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations the College may have under Florida law, including, but not limited to the rights of sovereign immunity. Each party shall be responsible for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any of its employees while acting within the scope of the employee's office or employment.
- b. If any and all claims against the College, and/or its officers, agent(s) and employees are by any employee of the Vendor, or anyone directly or indirectly employed by any one of them or anyone for whose actions any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Vendor or any subcontractor under Worker's Compensation Acts, disability benefit acts or other employee benefit acts.

ARTICLE 7. EMPLOYMENT COMPLIANCE

1. **Drug/Alcohol-Free Workplace:** The College believes in a drug free workplace and is committed through in-house policies to this objective. The Vendor shall have similar policies for all employees assigned to the College.
2. **Tobacco Free and Smoke Free Campus:** The College is committed to promoting a safe, healthy, and comfortable environment for its students, visitors, and employees. It is the intent of the District Board of Trustees to establish a tobacco-free college environment. Therefore, smoking and the use of smokeless tobacco products in all facilities and areas owned and/or leased by the College is prohibited. All employees, students, guests, and members of the public are required to adhere to this policy. The Vendor and their employees must abide by this policy.
3. **Background Checks:**
 - a. The Vendor, for the Agreement Period and any subsequent renewals, shall comply with any Lake-Sumter State College Board of Trustees approved action requiring the College operators, Vendors, subcontractors and associates and their employees on any Lake-Sumter State College campus to submit to a fingerprint-based state and federal criminal history check as set forth under Florida Statute 1012.467 or any other fingerprint identification check as deemed necessary and requested by The Lake-Sumter State College Board of Trustees.

- b. To the extent The Lake-Sumter State College Board of Trustees requests fingerprint identification for a background or criminal check for purposes other than compliance with Florida Statute 1012.467, the Vendor shall comply with such other request by submitting the requested documentation to the Department of Human Resources within twenty -four hours of this request. Failure to comply with either a fingerprint-based state and federal criminal history request based on Florida Statute 1012.467 or other fingerprint-based background or criminal history request within twenty-four hours may result in actions being taken against Vendor such as requiring that the noncompliant employee not work on the campus, up to and including, the cancellation of contract 'force majeure" for non-compliance.
- c. The Vendor shall be responsible for all costs associated with a fingerprint-based state and federal criminal history check under Florida Statute 1012.467 or other fingerprint-based background or criminal check requested by the College.
- d. Upon request by the College, the Vendor shall remove any employee, agent or subcontractor from the College's premises, whom the College deems, in the College's discretion, as a threat to the health or safety of the College, its students or personnel.

ARTICLE 8. ALTERATIONS, REPAIR, AND MAINTENANCE

1. Alterations

- a. The Vendor may not, at any time during the Term, without the written consent of the College, make additions, alterations, changes or improvements in or to the premises or any part thereof. The Vendor shall submit to the College the plans and specifications for such work at the time approval is sought. The College may withhold approval in its reasonable discretion written authorization is required before work can commence.
- b. Any additions, alterations, changes or improvements made in or to the premises by the Vendor shall be in compliance with all insurance requirements and regulations and ordinances of governmental authorities and shall, upon the expiration or sooner termination of the Term, become the property of the College ; provided, however, the College may at its option, require The Vendor, at The Vendor's sole cost and expense, to remove any such additions, alterations, changes or improvements at the expiration or sooner termination of the Term, and to repair any damages to the Premises caused by such removal. The Vendor hereby indemnifies the College against, and shall keep the Premises free from any and all mechanics' liens or other such liens arising from any work performed, material furnished, or obligations incurred by The Vendor in connection with the Premises, and agrees to obtain discharge of any lien which attaches as a result of such work immediately after such lien attaches or payment for the labor or materials is due. No mechanics', laborers' or material men's lien arising from any improvements made or work performed by or for The Vendor shall attach to or become a lien on the College's interest in the Premises, but shall attach to and become a lien only on The Vendor's interest. The College hereby reserves the right at any time and from time to time during the Term to make any additions, alterations, changes or improvements (including without limitation, building additional stories) on, in or to the building in which the premises are contained, and to build additional structures adjoining thereto.

- 2. Utilities and Garbage Collection: The College shall furnish the Vendor with potable water, electrical power, telephone line access and trash collection services. The College does not guarantee an uninterrupted supply of water, electricity, air conditioning, trash removal services nor heat. The College shall act diligently in restoring services following any interruption insofar as it has the

ability to affect such restoration. The College shall not be liable to the Vendor or others for any loss, damage, cost or expense which may result from interruption or failure of any such service.

3. Equipment and Maintenance

- a. The College shall furnish retail food kitchen equipment, tables and chairs as deemed necessary by the College for the retail food. An inventory of said equipment will be conducted at the beginning of the contract and again at the end of the contract. Equipment will be furnished subject to budgetary availability. All equipment provided by the College will remain the property of the College.
- b. The College will maintain and repair the heavy equipment at the College including, but not limited to, refrigerator/freezer, reach-in refrigerators and exhaust hood. In the event the Vendor believes any of the equipment has become economically unserviceable, the Vendor shall give notice to the College representative (s) who shall have the final determination as to whether an item of the equipment has become economically unserviceable. Any economically unserviceable equipment shall be replaced by the College if funds are available. The Vendor will be solely responsible, at its expense, for the repair of all equipment if such repair is the direct result of the Vendor's neglect, abuse, or pilfering of said equipment.
- c. The College will, at its expense, maintain and repair all buildings which have food service, and storage areas as deemed necessary by the College, except as otherwise provided herein. Any maintenance or repair necessitated by the negligence of the Vendor shall be performed or contracted for by the College; however, the College shall be reimbursed by the Vendor in the full amount of the cost for such repair/replacement. The College shall, at its expense, provide for such pest extermination services for the food service and storage areas as it deems appropriate to satisfy Health Department requirements.
- d. The Vendor shall furnish inventory and product management hardware/software; and all short-life equipment, including but not limited to, serving utensils, cleaning equipment, office furniture and supplies, paper products, food and food products and other such non-depreciable items generally considered necessary to equip and operate a food service. All signage and decorations for food service facilities will be provided by the Vendor. The style, design and quality of all equipment provided by the Vendor shall be subject to prior approval of the College. Any equipment purchased by the Vendor shall remain the property of the Vendor. In the event of early termination, the Vendor may sell any of its equipment to the College at a prorated price. An inventory list of equipment supplied by the Vendor will be supplied to the College.
- e. The College will assume no responsibility for the Vendor's equipment located on the campus.
- f. The College will be responsible for ensuring that all local fire and safety regulations are met, and that equipment meets all NFPA standards for life safety.

ARTICLE 9. DEFAULT

1. In the event of default by either party under this agreement, the non-defaulting party shall give prompt written notice of the default to the defaulting party. The defaulting party shall have five (5) days from the date of said notice to cure the default, except if the default is the College's provision of repairs and maintenance in which case, the College shall do so as promptly as possible. In the event the default (other than for the College's provision of repairs and maintenance) is not cured within five (5) days from the date of said notice then the non-defaulting party shall be entitled to terminate this contract without penalty. If the default is the College's provision of repairs and

maintenance the parties shall meet within thirty (30) days from the date of said notice in an attempt to resolve the default; however, if not resolved, then the non-defaulting party may terminate this Contract without penalty.

2. Notices: All notices required to be given or made in this Contract shall be deemed to have been fully given when in writing, sent by certified U.S. Mail, Return Receipt Requested or personally delivered or courier delivery and addressed as follows:

COLLEGE

Director of Procurement
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, FL 34788

VENDOR

Juliana Green
JGreen Solutions, LLC DBA
Teamont Cafe
136 Colonial Pine Lane
Minneola, FL 34715

ARTICLE 10. MISCELLANEOUS

1. Governing Law and Venue: This agreement, and any disputes hereunder, shall be construed in accordance with the laws of the State of Florida and enforced in the courts of the State of Florida. The College and the Vendor hereby agree that venue shall be in Lake County, Florida.
2. Familiarity with Laws: The Vendor is required to comply with all federal, state, and local laws, codes, rules and regulations controlling the action or operation of this RFP. Relevant laws may include, but are not limited to: the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act of 1990, Florida Administrative Code, Chapter 6A-14, State Requirements for Educational Facilities (SREF), Florida Statute 1013 (K-20 Education Code- Educational Facilities), Florida Statutes 402.301-402.319, OSHA regulations, and all Civil Rights legislation.
3. Assignment: Neither this agreement nor any duties or obligations under this agreement, shall be assigned by the Vendor without prior written consent of the College. It is understood, and the Vendor hereby agrees, that it shall be solely responsible for all services described in the Scope of Services and any unlisted services customary for a professional food service to provide.
4. Equal Opportunity: The College is committed to non-discrimination based on race, creed, color, sex, ethnicity gender, national origin, age, disability, genetic information, marital status, veterans, religion, sexual orientation or political affiliation. The Vendor shall have similar policies for employees assigned to the College.
5. Severability: If any provisions of this contract is contrary to, prohibited by, or deemed invalid by applicable laws or regulations of any jurisdiction, including by a court of competent jurisdiction, or an administrative hearing officer, in which it is sought to be enforced, then said provisions shall be deemed inapplicable and omitted and shall not invalidate the remaining provisions of the agreement.
6. Purchases by Other Entities: (Piggy-Back): In accordance with State Board of Education rules (see 6A-14.0734 (2) (c)) the Vendor may extend stated agreement terms and prices to any other state college or public entity that may wish to use this agreement for the purpose of obtaining the same items/or services during a stated agreement period.
7. Immigration and Nationality Act: The Vendor will ensure that any and all employees and subcontractors be compliant with section 274A of the Immigration and Nationality Act at the time

the agreement is executed. Contactor shall remain compliant with the Act throughout the agreement period and any renewals thereof.

8. **Public Records:** All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the Vendor for or on behalf of the College shall be the property of the College and will be turned over to the College upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the College are public records available for inspection by any person even if the file or paper resides in the Vendor's office or facility. Upon completion of the agreement, at no cost to the College, transfer all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the agreement, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College. In addition, the College may unilaterally cancel this Agreement for refusal by the Vendor to allow public access to all documents, papers, letters, of other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this agreement.
9. **Public Entity Crimes:** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a Vendor, supplier, subcontractor, or CONTRACTOR under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
10. **Prohibition Against Contingent Fees:** The Vendor shall warrant that they have not employed or retained any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this agreement.
11. **Verifying Eligibility:** If the Vendor meets the definition of a "Contractor" under § 448.095(1)(c), F.S., the Vendor and its subcontractors, if any, will register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The Vendor will provide appropriate evidence of enrollment to the College. The Vendor will require subcontractors, if any, to provide the Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Vendor will maintain a copy of such affidavits for the duration of its agreement with the College. The College, the Vendor, and subcontractors who have a good faith belief that a person or entity with which it is contracting has knowingly violated § 448.09(1), Florida Statutes, shall terminate the contract with that person or entity. This termination is not a breach of contract and may not be considered as such. The Vendor will be liable for any additional cost or expense incurred by the College because of such termination of a contract. If the College has a good faith belief that a subcontractor knowingly violated this section, but the Vendor otherwise complied with the relevant law, the College will promptly notify the Vendor and direct the Vendor to immediately terminate the contract with the subcontractor. This termination is not a breach of contract and may not be considered as such. The Vendor will be liable for any additional costs or expenses incurred by the College because of such termination of a contract.

Additionally, the Vendor shall be responsible for verifying employee authorization to work in the U.S. and make a good faith effort to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the Vendor and made available for inspection on demand by the College. The hourly rate of pay for each employee shall comply with federal and Florida law and industry standards for similar work performed under this agreement. Failure to comply with these provisions shall be a material breach of this agreement and cause for termination of the Vendor.

12. Amendment: This Contract may be modified in writing only by the mutual agreement of both parties in accordance with their respective laws, rules and procedures. Any amendments to this Contract must be executed by both parties before becoming effective.

VENDOR:

JGreen Solutions LLC DBA Teamont Café

Name (print): Juliana Green

Title: _____

Signature: _____

Date: _____

COLLEGE:

Lake-Sumter State College

Print name: Mr. John Temple

Title: President

Signature: _____

Date: _____

ITEM: 0826-18
Workforce Development
Center Contract



AIA® Document A141® – 2024

Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project

AGREEMENT made as of the Seventh day of August in the year Two Thousand Twenty-Six
(In words, indicate day, month, and year.)

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

Lake-Sumter State College District Board of Trustees
9501 U.S. Highway 441
Leesburg, FL 34788
352 365 3525

and the Design-Builder:
(Name, legal status, address, and other information)

Nicholas & Associates, Inc.
1001 Feehanville Drive
Mount Prospect, IL 60056

109 N. Brush Street, Suite 100
Tampa, FL 33602
Ph: 813.445.5655

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

Lake-Sumter State College Workforce Development Center Design-Build RFQ# 26-04
9501 US-441
Leesburg, FL 34788

The Owner and Design-Builder agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Owner's Criteria

This Agreement is based on the Owner's Criteria set forth in this Section 1.1. The Owner's Criteria is fixed as of the date of this Agreement.

(For each item in Section 1.1.1 through 1.1.10, insert the information or a statement such as "not applicable" or "unknown at the time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Identify below, or in an attached exhibit, the documentation in which the program is set forth, or state the manner in which the program will be developed.)

The Owner's program is established by the Design Criteria Package as prepared by the Design Criteria Professional (DCP) dated June 25, 2026.

§ 1.1.2 The Owner's design requirements for the Project:

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User Notes:

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(Identify below, or in an attached exhibit, the documentation that contains the Owner's design requirements, including any performance specifications for the Project.)

The Owner's requirements are established by the Design Criteria Package as prepared by the DCP dated June 25, 2026.

§ 1.1.3 The Project's physical characteristics:

(Identify or describe below, or in an attached exhibit, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical or environmental reports; site, boundary, topographic, or existing building surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; Project and site requirements; etc.)

The Project's physical characteristics are established by the Design Criteria Package as prepared by the DCP dated June 25, 2026.

§ 1.1.4 The Owner's anticipated Sustainable Objective for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's Sustainable Objective for the Project, such as Sustainability Certification, benefit to the environment, enhancement to the health and well-being of building occupants, or improvement of energy efficiency. If the Owner identifies a Sustainable Objective, incorporate AIA Document A141®-2024, Standard Form of Agreement between Owner and Design-Build for a Traditional Design-Build Project, Exhibit C, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions, and Work related to the Owner's Sustainable Objective.)

The Design-Build (DB) shall follow a sustainable rating systems' requirements to potentially achieve a Green Building Initiative (GBI) Two-Green Globes rating, but the Owner does not require that the Project be registered nor obtain a sustainable rating system certification as described in the Design Criteria Package prepared by the DCP dated June 25, 2026.

§ 1.1.5 The Owner's building information modeling requirements for the Project, if any:

(Identify below, or in an attached exhibit, the Owner's building information modeling requirements for the Project, such as the requirement that the Design-Build provide a model for subsequent use by the Owner or share models with the Owner's Consultants and Separate Contractors. If the parties agree upon protocols for transmission of, use of, and reliance on information or documentation in digital form, then identify and attach that document.)

The Design-Build and their Architect and Engineer(s) of Record (AEOR) shall produce the construction drawings in Forma-Autodesk Revit 2026 building information modeling software (BIM) and provide the final editable BIM Model (.rvt file format) to the Owner with other close-out documentation for the Owner's future use for this Project only. The Owner's DCP will provide the RFQ BIM Model in the same format to the Design-Build and their AEOR for completion of the construction drawings upon receipt of the DCP's Digital File Release Form as included in the Design Criteria Package.

§ 1.1.6 The Owner's budget for the Work to be provided by the Design-Build is set forth below:

(Provide the Owner's total budget for the Design Services, Construction Work, related services, and reasonable contingencies, required to fulfill the Design-Build's obligations under the Design-Build Documents following execution of the Design Build Amendment. If known, include a line-item breakdown of costs.)

The Owner's Budget for the Work shall not exceed \$16,000,000. Total Project Design-Build Cost and Guaranteed Maximum Price (GMP) including all pre-construction services, design, reimbursable expenses, and construction shall not exceed Sixteen Million Dollars (\$16,000,000.00). The GMP will not include moveable furniture and equipment, or data and communications equipment and devices unless specifically described/intended in the Design Criteria Package dated June 25, 2026. The GMP will include, but not be limited to, all: fixed equipment; conduit, boxes and structured cabling; and other elements as intended in the Design Criteria Package dated June 25, 2026.

Total compensation shall be based upon the Design-Build's Guaranteed Maximum Price (GMP) as accepted by the Owner in the Design-Build Amendment. The GMP total amount shall not exceed Sixteen-Million Dollars (\$16,000,000.00) including the performance of Work prior to execution of the Design-Build Amendment and all reimbursable expenses. The DB's General Conditions Costs shall not exceed ten percent (10%) of the Cost of the Work.

The DB's profit and overhead amount shall not exceed ten percent (10%) of the Cost of the Work. For changes in the Work, the Subcontractor's profit and overhead and the DB's profit and overhead shall not exceed fifteen percent (15%) in combined total. The total cost for professional Architectural and Engineering services shall not exceed Nine-Hundred-Fifty-Thousand Dollars (\$950,000.00).

§ 1.1.7 The Owner's anticipated design and construction milestones: Refer to the Owner's Project Schedule included in the Design Criteria Package dated June 8, 2026 v2. The DB will refine the construction schedule, prepare and submit a final Project Schedule with the GMP Proposal for the Owner's and DCP's review and approval. The DB may elect to fast-track the construction once submittals are approved for the early portions of construction work and the construction permits have been received. The Substantial Completion Date shall not be later than May 10, 2028.

.1 Design Builder's Proposal submission date:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

(Include other dates, such as milestones for Evaluation of the Owner's Criteria, Preliminary Design, the anticipated start of construction, or phased completion dates.)

Refer to the Project Schedule included in the Design Criteria Package dated June 8, 2026 v2.

§ 1.1.8 In the event the Owner requires the Design-Builder to retain a specific person or entity to perform a portion of the Work, such as an architect, consultant, or subcontractor, those persons or entities shall be identified below:
(List name, legal status, address and other information.)

N/A

§ 1.1.9 Additional Owner's Criteria upon which this Agreement is based:
(Identify below, or in an attached exhibit, special characteristics or needs of the Project not identified elsewhere.)

Refer to the Design Criteria Package dated June 25, 2026.

§ 1.1.10 The Owner's requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction are set forth below:
(Identify any requirements for fast-track scheduling, multiple bid packages, or phased construction.)

The DB may provide a fast-track schedule as described in Paragraph 1.1.7 above.

§ 1.2 Project Team

§ 1.2.1 The Owner identifies the following representative in accordance with Section 7.1.1:
(List name, address, and other information.)

Thom Kieft, Vice-President, Facilities Planning and Operations
Lake-Sumter State College
9501 U.S. Highway 441
Leesburg, FL 34788
352.536.2150
Kieft@LSSC.EDU

§ 1.2.2 The Owner will retain the following consultants and Separate Contractors:
(List name, address, and other information.)

.1 Land Surveyor:

N/A

.2 Geotechnical Engineer:

N/A

.3 Other consultants:

(List any other consultants, e.g., Cost Consultant, Scheduling Consultant, to be retained by the Owner.)

.4 Separate Contractors:

(List any Separate Contractors to be retained by the Owner.)

None known at the time of the execution of the Design-Build Agreement.

§ 1.2.3 The Design-Builder identifies the following representative in accordance with Section 3.1.2:
(List name, address and other information.)

Brian Miller
Director of Operations
bmiller@nicholasquality.com
109 N. Brush Street, Suite 100
Tampa, FL 33602
O: 813.445.5655
C: 813.610.1181
FL CGC1533704

§ 1.2.4 In addition to those persons or entities identified in Section 1.1.8, the Design-Builder shall retain the Architect, Consultants, Subcontractors, and suppliers, identified below:
(List name, discipline, address, and other information.)

Architect of Record:
Open Workshop for Architecture (OWA)
Fadi Garcia, AIA
109 N. Brush Street, Suite 160
Tampa, FL 33602
C: 813.760.1650

Civil Engineer:
CAGE
Tim Roane, P.E.
19790 Wellen Park Blvd., Suite 204
Venice, FL 34293
O: 630.598.0007

Landscape Architecture:
Evergreen Design Group
Mary Bates, FASLA

O: 800.680.6630 x8

Structural Engineer:
BEC Structures, LLC
Bradford Bishop, P.E.
891 Royalwood Lane
Oviedo, FL
O: 407.622.2477

Building Systems (MEP/FP/IT):
Emerald Engineering, Inc.
9942 Currie Davis Drive
Tampa, FL 33619
O: 813.995.0300

Subcontractors:
As listed in Nicholas & Associates RFQu response Exhibit C, List of Subcontractors.

§ 12.5 Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' notice to the other party.

§ 1.3 Dispute Resolution

§ 1.3.1 Initial Resolution of Claims. Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Construction Work set forth in Section 12.2.2, or arising under Sections 10.3 and 10.4, shall be:
(Check the appropriate box.)

- ☒ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.
- ☐ Referred to the following Project Neutral for an initial decision in accordance with Section 15.2.2.
(Insert name, address, and contact information for Project Neutral.)

If the Owner and Design-Builder do not select a Project Neutral above, the Parties shall meet and confer as a condition precedent to mediation pursuant to Section 15.3.

§ 1.3.2 Binding Dispute Resolution. For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

- ☐ Arbitration pursuant to Section 15.4
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: (Specify)

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction with venue solely in Lake County, Florida.

§ 1.4 Definitions

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number. The Architect is also referred to as the Architect and Engineer(s) of Record (AEOR).

§ 1.4.2 Confidential Information. Confidential Information is information containing confidential or business proprietary information that is designated as “confidential.”

§ 1.4.3 Consultant. A Consultant is a person or entity providing services for the Design-Builder for all or a portion of the Work and is referred to throughout the Design-Build Documents as if singular in number. If the Consultant provides professional services, the Consultant shall be lawfully licensed to provide such services, as required by the applicable jurisdiction.

§ 1.4.4 The Contract. The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

§ 1.4.5 Contract Sum. The Contract Sum is the amount to be paid to the Design-Builder for performance of the Work after execution of the Design-Build Amendment, as set forth in the Design-Build Amendment.

§ 1.4.6 Contract Time. The Contract Time is the period of time identified in the Design-Build Amendment, measured from the date for commencement of the Construction Work, including authorized adjustments, established as the period for the Design-Builder to achieve Substantial Completion of the Work.

§ 1.4.7 Subcontractor. A Subcontractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. Each Subcontractor shall be lawfully licensed, if required in the jurisdiction where the Project is located.

§ 1.4.8 Cost of the Work. The Cost of the Work includes all costs reasonably incurred by the Design-Builder in the proper performance of the Work as described in Article B.6 of the Design-Build Amendment.

§ 1.4.9 Day. The term “day” as used in the Design-Build Documents shall mean calendar day unless otherwise specifically defined.

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, 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. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Design Criteria Package, the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 1.4.11 Design-Builder. The Design-Builder is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term “Design-Builder” means the Design-Builder or the Design-Builder’s authorized representative.

§ 1.4.12 Work. “Work” means the (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, (b) Design Services, and (c) Construction Work.

§ 1.4.12.1 Design Services. “Design Services” are the professional services, including those services that are rendered by architects and engineers, which are required to fulfill the Design-Builder’s obligations under the Design-Build Documents. Design Services do not include professional or other services necessary to support Construction Work which are provided by Subcontractors engaged by the Design-Builder.

§ 1.4.12.2 Construction Work. “Construction Work” is the construction, and services to support construction, required by the Design-Build Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Design-Builder to fulfill the Design-Builder’s obligations under the Design-Build Documents.

§ 1.4.13 Early Release Work. “Early Release Work” is a limited, predetermined portion of the Project or scope of the Work that the Owner authorizes the Design-Builder to commence before the parties execute the Design-Build

Amendment.

§ 1.4.14 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 Design-Builder, Subcontractors, Architect, or Consultants under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.4.15 Notice

§ 1.4.15.1 Except as otherwise provided in Section 1.4.15.2, where the Design-Build 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 as set forth below:

(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. If the parties agree upon protocols for electronic transmission of notice, identify and attach that document.)

A notice sent by email shall be deemed effective only upon the sender's receipt of an automated "read receipt" or other electronic confirmation generated by the recipient's email system indicating that the message has been opened.

For the Owner:

Thom Kieft, Vice President, Facilities Planning and Operations
9501 US-441
Leesburg, FL 34788
352.536.2150
Kieft@LSSC.EDU

For the Design-Builder:

Brian Miller
Director of Operations
bmiller@nicholasquality.com

§ 1.4.15.2 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.

§ 1.4.16 Owner. The Owner is the person or entity identified as such in this Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

§ 1.4.17 The Project. The Project is comprised of all design and construction, of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by Separate Contractors.

§ 1.5 The Owner and Design-Builder may rely on the Owner's Criteria set forth in Article 1. If the Owner's Criteria materially changes after execution of this Agreement, the Owner and the Design-Builder shall execute a Modification to adjust the Project schedule, the Design-Builder's services, and the Design Builder's compensation. The Owner shall adjust the Owner's budget in Section 1.1.6 and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Owner's Criteria.

ARTICLE 2 COMPENSATION AND PROGRESS PAYMENTS

§ 2.1 Compensation for Work Prior To Execution of Design-Build Amendment

§ 2.1.1 For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall compensate the Design-Builder as follows:

(Insert amount of, or basis for, compensation, or indicate the exhibit in which the information is provided. If there will be a limit on the total amount of compensation for Work performed prior to the execution of the Design-Build Amendment, state the amount of the limit.)

The compensation for Pre-Construction Services is To Be Determined. However, the Preconstruction Services fee and reimbursable expenses shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the

Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00).

§ 2.1.2 The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, if any, are set forth below. The rates shall be adjusted in accordance with the Design-Builder's, Architect's, Consultants', and Subcontractors' normal review practices.

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

To be determined and shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00).

Individual or Position

Rate

§ 2.1.3 Compensation for Reimbursable Expenses Prior To Execution of Design-Build Amendment

§ 2.1.3.1 Reimbursable Expenses are in addition to compensation set forth in Section 2.1.1 and 2.1.2 and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors, as follows:

- .1 DELETED INTENTIONALLY;
- .2 DELETED INTENTIONALLY;
- .3 DELETED INTENTIONALLY;
- .4 DELETED INTENTIONALLY;
- .5 Postage, and delivery;
- .6 DELETED INTENTIONALLY;
- .7 DELETED INTENTIONALLY;
- .8 DELETED INTENTIONALLY;
- .9 DELETED INTENTIONALLY.

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus Ten percent (10.00 %) of the expenses incurred.

§ 2.1.4 Additional Services. With the Owner's written approval, the Design-Builder shall provide services not included in Article 4 for additional compensation. Such services may include

- .1 services necessitated by a change in the Owner's Criteria, or previous instructions or approvals given by the Owner;
- .2 services necessitated by a material change in the Project made at the Owner's request, including (1) a change in Project size, quality, or complexity, or (2) a change in the Owner's schedule or budget;
- .3 changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations, or official interpretations; and
- .4 services necessitated by a failure to complete the services under Article 4 within Six (6) months of the date of this Agreement through no fault of the Design-Builder.

§ 2.1.4.5 Compensation for Additional Services. If the Owner authorizes the Design-Builder to perform additional services under Section 2.1.4, the Owner shall compensate the Design-Builder for such additional services as follows:

(Insert amount of, or basis for, compensation.)

Compensation shall be based on the hourly rate schedule included in the Design-Builder's Amendment as agreed upon by the Owner and the DCP and shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00)..

§ 2.1.5 Payments to the Design-Builder Prior To Execution of Design-Build Amendment

§ 2.1.5.1 Unless otherwise agreed, payments for Work prior to execution of the Design-Build Amendment shall be made monthly upon presentation of the Design-Builder's invoice.

§ 2.1.5.1.1 Amounts unpaid Sixty (60) 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 Design-Builder.

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

2.00 % per month

§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be submitted to the Owner with each payment application.

§ 2.2 Payment for Early Release Work

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties. The Design-Builder shall submit a payment application monthly for Early Release Work as set forth in Article 9.

§ 2.3 Compensation for Work Performed After Execution of Design-Build Amendment

§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment and including the following limitations:

Total compensation shall be based upon the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner in the Design-Build Amendment. The GMP total amount shall not exceed Sixteen-Million Dollars (\$16,000,000.00) including the performance of Work prior to execution of the Design-Build Amendment. The DB's General Conditions Costs shall not exceed ten percent (10%) of the Cost of the Work. The DB's profit and overhead amount shall not exceed ten percent (10%) of the Cost of the Work. For changes in the Work, the Subcontractor's profit and overhead and the DB's profit and overhead shall not exceed fifteen percent (15%) in combined total. The total cost for professional Architectural and Engineering services shall not exceed Nine-Hundred-Fifty-Thousand Dollars (\$950,000.00).

§ 2.3.2 Liquidated Damages

The Design-Builder's liability for liquidated damages resulting from the Design-Builder's failure to achieve Substantial Completion within the Contract Time shall be as follows:

(For each item in Section 2.3.2.1 through 2.3.2.4, insert the information or a statement such as "not applicable".)

1. Insert the monetary amount of liquidated damages, if any, to be assessed:
(Identify the monetary amount of liquidated damages, the incremental period of time for each assessment, and whether that amount is uniform or variable over time.)

For Substantial Completion: One-Thousand-Five-Hundred Dollars (\$1,500.00) per calendar day.

For Final Completion: Seven-Hundred-Fifty Dollars (\$750.00) per calendar day.

2. Insert the date(s) or event(s), if any, that triggers the commencement of the assessment of liquidated damages, if other than the date of Substantial Completion of the entire Project:

For Substantial Completion: Liquidated Damages shall commence the first calendar day following the Substantial Completion date established by the Contract.

For Final Completion: Liquidated Damages shall commence on the Thirty-First (31st) calendar day following the approved Substantial Completion date.

3. Insert the limit, if any, on the total amount of liquidated damages:

N/A

4. Insert any other terms for liquidated damages:

Allowing the Design-Builder to continue and/or complete all or any part of the Work after time fixed for Substantial Completion shall in no way constitute a waiver on the part of the Owner of any of Owner's rights under the Contract including the right to impose Liquidated Damages. Substantial Completion and Final Completion Liquidated Damages amounts per calendar day are fixed and agreed upon by and between the Design-Builder and the Owner because at the time of entering this Contract actual damages that the Owner will sustain cannot be readily ascertained. The Owner will suffer financial damage if the

Project is not substantially completed and finally completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, and additional costs of contract administration by the Design Criteria Professional and Owner. Liquidated damages are not being imposed as a penalty. The parties agree that the sums provided for as liquidated damages are not so grossly disproportionate to the damages that might be reasonably expected to be incurred by Owner from a breach of the contract.

If Owner causes a delay that contributes to the failure to achieve Substantial Completion by the agreed-upon date, then the Design Builder shall be entitled to an equitable extension of the Contract Time and the Owner forfeits the right to assess Liquidated Damages for the delay period caused by Owner.

Notwithstanding any language in this Contract to the contrary, Liquidated Damages shall be the sole remedy to Owner for delays of Substantial Completion and Final Completion.

ARTICLE 3 GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

§ 3.1 General

§ 3.1.1 The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

§ 3.1.2 The Design-Builder shall designate in writing a representative who shall have express authority to bind the Design-Builder with respect to all matters under this Agreement.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Design Criteria Professional and Owner.

§ 3.1.4 If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner and Design Criteria Professional that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.5 The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect, Consultants, Subcontractors, and their agents and employees, and any other persons or entities performing portions of the Work for, or on behalf of, the Design-Builder.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner and Design Criteria Professional to review matters such as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.7 The Design-Builder shall furnish the services of Architects, Consultants, Subcontractors, and suppliers identified in Article 1 or otherwise required to fulfill its obligations under the Design-Build Documents. The Owner understands and agrees that the services of such parties are performed in the sole interest of, and for the exclusive benefit of, the Design-Builder. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified and licensed professionals.

§ 3.1.8 The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of authorities having jurisdiction over the Project.

§ 3.1.9 Progress Reports

§ 3.1.9.1 The Design-Builder shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of outstanding Submittals;
- .4 Requests for information to be provided by the Owner, including those that are outstanding;
- .5 Approved Change Orders and Change Directives;
- .6 Pending Change Order and Change Directive status reports;
- .7 Tests and inspection reports;
- .8 Status report of Work rejected by the Owner or DCP;
- .9 Status of submissions and approvals required by authorities having jurisdiction over the Project;
- .10 Status of Claims previously submitted in accordance with Article 15;
- .11 Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
- .12 Current Project cash-flow and forecast reports;
- .13 A cost summary, comparing actual costs to updated cost estimates, if the Contract Sum is the Cost of the Work with or without a Guaranteed Maximum Price; and
- .14 Additional information as agreed to by the Owner, DCP and Design-Builder.

§ 3.1.10 Design-Builder's Schedule

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's and Design Criteria Professional's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner and Design Criteria Professional.

§ 3.1.11 Standard of Care

The Design-Builder shall perform (a) services required of the Design-Builder prior to the execution of the Design-Build Amendment, and (b) Design Services consistent with the degree of skill and care ordinarily provided by Design-Builders performing the same services in the same or similar locality under the same or similar circumstances.

§ 3.1.12 Warranty

The Design-Builder warrants to the Owner that the Construction Work furnished under the Contract will be of good quality and new. If required by the Owner or Design Criteria Professional, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the Construction Work will conform to the requirements of the Design-Build Documents and will be free from defects. Construction Work not conforming to these requirements may be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the materials, equipment, or construction not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage.

§ 3.1.13 Royalties, Patents and Copyrights

§ 3.1.13.1 The Design-Builder shall pay all royalties and license fees for designs, processes, or products, required by the Design-Build Documents.

§ 3.1.13.2 The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its Separate Contractors and consultants 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 Owner, or where the copyright violations are contained in the Owner's Criteria. However, if an infringement of a copyright or patent is discovered by, or made known to, the Design-Builder, the Design-Builder shall be responsible for the loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt notice to the Design-Builder.

§ 3.1.14 Indemnification

§ 3.1.14.1 To the fullest extent permitted by law, the Design-Builder shall indemnify and hold harmless the Owner, the

Owner's consultants, and agents and employees of any of them, from and against third-party claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, but only to the extent caused by the negligent acts or omissions of the Design-Builder, a Subcontractor, Architect, consultant, 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. 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 3.1.14. The Design-Builder's obligation to indemnify and hold the Owner, the Owner's consultants, and agents and employees of any of them, harmless does not include a duty to defend.

§ 3.1.14.2 In claims against any person or entity indemnified under this Section 3.1.14 by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.14 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

§ 3.1.15 Contingent Assignment of Agreements

§ 3.1.15.1 Each agreement for a portion of the Work is assigned by the Design-Builder to the Owner, provided that

- 1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Sections 14.1.4 or 14.2.2 and only for those agreements that the Owner accepts by notifying the Design-Builder and the Architect, Consultants, and Subcontractors whose agreements are accepted for assignment; 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 an agreement, the Owner assumes the Design-Builder's rights and obligations under the agreement.

§ 3.1.15.2 Upon such assignment, if the Work has been suspended for more than 30 days, the compensation under the assigned agreement shall be equitably adjusted for increases in cost resulting from the suspension.

§ 3.1.15.3 Upon assignment to the Owner under this Section 3.1.15, the Owner may further assign the agreement to a successor design-builder or other entity. If the Owner assigns the agreement to a successor design-builder or other entity, the Owner shall nevertheless remain legally responsible for all of the successor design-builder's or other entity's obligations under the agreement.

§ 3.1.16 Design-Builder's Insurance and Bonds. The Design-Builder shall purchase and maintain insurance and provide bonds as set forth in Article 11 and AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project, Exhibit A, Insurance and Bonds.

ARTICLE 4 WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 4.1 General

§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner, Design Criteria Professional, and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner and Design Criteria Professional on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner and Design Criteria Professional with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; 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 Design Builder shall not take action on any recommendations unless approved by the Owner and Design Criteria Professional.

§ 4.2 Evaluation of the Owner's Criteria

§ 4.2.1 The Design-Builder shall visit the Project site to become generally familiar with local conditions under which the Work is to be performed.

§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and Design Criteria Professional and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner and Design Criteria Professional, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

1. A description of local conditions under which the Work is to be performed, including conditions that may affect performance of the Work;
2. Illustrations depicting the scale and relationship of the Project components, including possible alternative approaches to design and construction of the Project;
3. Allocations of program functions, detailing each function and their square foot areas, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's program functions;
4. Recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction;
5. A preliminary estimate of the Contract Sum, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget for the Work;
6. A preliminary estimate of the compensation for Design Services to be performed after execution of the Design Build Amendment;
7. An evaluation of the compliance of the Owner's Criteria with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, and, if necessary, recommendations to adjust the Owner's Criteria to conform with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities;
8. A Project schedule, which shall include proposed dates for (i) design milestones; (ii) receiving additional information from, or for work to be completed by, the Owner; (iii) submission of the Design-Builder's Proposal; (iv) the Owner's review and approval of Design Phase submissions; and (v) review and approval of submissions by authorities having jurisdiction;
9. If necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's schedule; and
10. The following:
(List additional information, if any, to be included in the Design-Builder's written report.)
11. A preliminary list of recommended value-enhancing options with related potential cost and time impacts.

§ 4.2.4 The Owner and Design Criteria Professional shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent by the Owner and Design Criteria Professional approvals for specifically identified items to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's and Design Criteria Professional's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3 Preliminary Design

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the Owner and Design Criteria Professional. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

1. Confirmation of the allocations of program functions;
2. Site plan;
3. Building plans, sections, and elevations;
4. Structural system;
5. Selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
6. Outline specifications or sufficient drawing notes describing construction materials.

The Preliminary Design may include some combination of physical study models, perspective sketches, or digital modeling.

§ 4.3.2 The Owner and Design Criteria Professional shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written comments to incorporate and consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless approved in writing by the Owner and Design Criteria Professional, and the Owner and Design-Builder execute a Modification.

§ 4.4 Design-Builder's Proposal

§ 4.4.1 Upon the Owner's and Design Criteria Professional's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner and Design Criteria Professional with a written statement of its basis, which shall include the following:

- 1 A list of the Drawings and Specifications, including all Addenda thereto;
- 2 A list of all Submittals that will be submitted to the Owner in accordance with Section 5.3.2;
- 3 A list of the clarifications and assumptions made by the Design-Builder in the preparation of the Design-Builder's Proposal;
- 4 The proposed Contract Sum, including the compensation method and, if based upon the Cost of the Work plus a Fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Sum;
- 5 The Design-Builder's Project schedule for the Work, showing the anticipated date of Substantial Completion upon which the Design-Builder's Proposal is based;
- 6 A list of the Design-Builder's key personnel, Subcontractors, and suppliers; and
- 7 A date by which the Owner must accept the Design-Builder's Proposal.

§ 4.4.2 The Design-Builder shall meet with the Owner and Design Criteria Professional to review the Design-Builder's Proposal. In the event that the Owner or Design Criteria Professional discovers any inconsistencies or inaccuracies in the information presented, the Owner and Design Criteria Professional shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions and Project requirements under which the Work is to be completed.

§ 4.5 Design-Build Amendment

§ 4.5.1 If the Owner and Design-Builder agree on the Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the Contract Sum with the information and assumptions upon which it is based, the Contract Time, and the terms of their agreement.

§ 4.5.2 The Design-Builder shall not incur any cost to be paid as part of the Contract Sum prior to the execution of the Design-Build Amendment, unless the Owner provides prior written authorization for such costs.

§ 4.5.3 Any agreement to commence Early Release Work shall not waive the Owner's right to reject the Design-Builder's Proposal.

ARTICLE 5 WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

§ 5.1 Construction Documents

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents, including but not limited to, the Design Criteria Package.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner and the Design Criteria Professional for the Owner's and Design Criteria Professional's review, information, and acceptance. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless reviewed and approved by the Owner and the Design Criteria Professional, and the Owner and Design-Builder execute a Modification. The failure of the Owner or the Design Criteria Professional to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2 Construction Work

§ 5.2.1 Commencement. Except for any Early Release Work described in Section 5.2.2, the date of commencement of the Construction Work shall be the date identified in the Design-Build Amendment.

§ 5.2.2 Early Release Work

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's and Design Criteria Professional's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's and Design Criteria Professional's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.2.3 Following execution of the authorization, the Design-Builder shall expedite and coordinate the procurement and performance of Early Release Work in accordance with this Agreement and such authorization. Following execution of the Design-Build Amendment, compensation for the Early Release Work shall be included in the Contract Sum and the time for performing the Early Release Work shall be included in the Contract Time.

§ 5.2.2.4 Early Procurement of Materials or Equipment by Owner

§ 5.2.2.4.1 If the Owner agrees to procure any materials or equipment prior to execution of the Design-Build Amendment, the Owner shall procure the materials or equipment on terms and conditions acceptable to the Design-Builder. After execution of the Design-Build Amendment, the Owner shall assign all contracts for these materials or equipment to the Design-Builder and the Design-Builder shall thereafter accept responsibility for them.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, safety, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3 Submittals

§ 5.3.1 Submittals consist of Shop Drawings, Product Data, and Samples.

1. **Shop Drawings.** Shop Drawings are drawings, diagrams, schedules, calculations, and other data specially prepared for the Construction Work by the Design-Builder or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor, to illustrate some portion of the Construction Work.
2. **Product Data.** Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate materials or equipment for some portion of the Construction Work.
3. **Samples.** Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Construction Work will be judged.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner and the Design Criteria Professional is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner or the Design Criteria Professional is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner and the Design Criteria Professional without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner and the Design Criteria Professional during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Architect's, Owner's and the Design Criteria Professional's approval. The Owner's and Design Criteria Professional's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Architect, Owner, and the Design Criteria Professional reasonable time to review submittals. The Design-Builder shall allow for up to ten (10) calendar days for the Owner's and Design Criteria Professional's review. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 5.3.1.6 Documents and Submittals at the Site

The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate authorized field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner and the Design Criteria Professional, and delivered to the

Owner and the Design Criteria Professional upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2 Design-Builder's Submittal Responsibilities

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner and the Design Criteria Professional, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Architect, Owner and the Design Criteria Professional or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner, the Design Criteria Professional, or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Architect, Owner and the Design Criteria Professional that the Design-Builder 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 Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Architect, Owner and the Design Criteria Professional.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's and Design Criteria Professional's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner and the Design Criteria Professional has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's and the Design Criteria Professional's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner or the Design Criteria Professional on previous submittals. In the absence of such notice, the Owner's and Design Criteria Professional's approval of a resubmission shall not apply to such revisions.

§ 5.3.3 Owner's Submittal Responsibilities

§ 5.3.3.1 The Owner and the Design Criteria Professional will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's and the Design Criteria Professional's action will be taken in accordance with the submittal schedule approved by the Owner and the Design Criteria Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time 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 Design-Builder as required by the Design-Build Documents. The Owner's and Design Criteria Professional's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's and the Design Criteria Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's and Design Criteria Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner and Design Criteria Professional shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner or Design Criteria Professional discovers.

§ 5.3.3.3 The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:

(List name, address, and other information.)

The Design Criteria Professional.

§ 5.4 Services Necessary to Support Construction Work

§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, safety, and procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.2 If the Design-Build Documents require services, certifications, or approvals by a licensed design professional during Construction, the drawings, calculations, specifications, certifications, Shop Drawings, and other Submittals prepared under the Design-Build Documents shall be signed and sealed by such design professional.

§ 5.4.3 The Owner and the Design Criteria Professional shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner and Design Criteria Professional shall provide prompt notice to the Design-Builder if the Owner or Design Criteria Professional observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner and the Design Criteria Professional is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner and Design Criteria Professional shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner or the Design Criteria Professional.

§ 5.5 Labor and Materials

§ 5.5.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder 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 Construction Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the construction.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and the Design Criteria Professional and in accordance with a Change Order or Change Directive.

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

§ 5.6 Taxes

The Design-Builder shall pay sales, consumer, use and similar taxes, for the Construction Work provided by the Design-Builder, that are legally enacted when the Design-Build Amendment is executed, whether or not yet effective or merely scheduled to go into effect.

§ 5.6.1 Owner's Tax Recovery Program

The Design-Builder shall organize, participate, and lead the Owner's Sales Tax Recovery Program. The Design-Builder shall provide the Purchase Order information necessary for the Owner to direct purchase the necessary materials for the Project and the Owner will directly purchase the materials for orders of \$5,000.00 or more. The Design-Builder shall take full responsibility for the accuracy of the order information and the delivery, storage, and installation of the materials. The sales tax savings shall be recorded by the Design-Builder and deducted from the Contract Sum on a monthly basis in the form of a Change Order. The Owner and the Design-Builder shall reconcile the account quarterly and make any adjustments that are necessary the next month.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.1.1 Threshold Inspections

The Owner will obtain and pay for the professional services of a State of Florida licensed Threshold Inspector for the Project as required by law. The Design-Builder schedule the inspections required during the progress of the Work and the Design-Builder will pay the Owner for all Threshold Inspections that are either re-inspected due to failure of the inspection to pass the requirements, or for scheduling inspections that are not ready to be inspected.

§ 5.7.2 The Design-Builder 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 Construction Work.

§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner and the Design Criteria Professional before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner and the Design Criteria Professional determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner and the Design Criteria Professional determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.7.4 If, in the course of the Construction Work, the Design-Builder encounters human remains, or recognizes the existence of burial markers, archaeological sites, or wetlands, not indicated in the Design-Build Documents, the Design-Builder shall immediately suspend any operations that would affect them and shall notify the Owner. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Design-Builder 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.

§ 5.8 Allowances

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

§ 5.8.2 Unless otherwise provided in the Design-Build Documents,

- 1 allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance items, 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 5.8.2.1 and (2) changes in Design-Builder's costs under Section 5.8.2.2.

§ 5.8.3 The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

§ 5.9 Subcontracts and Other Agreements

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids in addition to the Design-Builder's public bid advertisement. The Design-Builder shall publicly advertise the scopes-of-work for sealed bids, and obtain sealed bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall open the bids in the presence of the Owner, vet the bids received for completeness and accuracy of the scope, financial stability, and other legal criteria, and deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

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

§ 5.9.2 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 a not-to-exceed amount and the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder 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 Design-Builder in Article 9.

§ 5.10 Use of Site

The Design-Builder 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 Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment. The site includes a fully operational college campus and the Design-Builder shall be diligent to provide safe egress and accessibility to the Owner and the public.

§ 5.11 Cutting and Patching

The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a Separate Contractor except with written consent of the Owner and Separate Contractor. Consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold, from the Owner or Separate Contractor, its consent to cutting or otherwise altering the Construction Work.

§ 5.12 Cleaning Up

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The Design-Builder shall require each Subcontractor to clean up their work areas on a daily basis, and in the event the Subcontractors do not comply, shall cause the clean up work to be done on their behalf and may back-charge the uncooperative Subcontractors for the clean up work. At completion of the Construction Work, the Design-Builder shall remove remaining waste materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project. Surplus materials in excess of five percent of what is necessary for the Work shall be credited back to the Owner in a Change Order.

§ 5.12.2 If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Design-Builder.

§ 5.13 Access to Construction Work

The Design-Builder shall provide the Owner, the Design Criteria Professional, and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner and the Design Criteria Professional regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

§ 5.14 Construction Work by Owner or by Separate Contractors

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

§ 5.14.1.1 The term "Separate Contractor(s)" shall mean 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 provisions substantially similar to those of this Agreement. The Owner will identify in the Design-Build Amendment the extent of construction or operations related to the Project that will be performed by Separate Contractors, and will notify the Design-Builder promptly after execution of any agreement with a Separate Contractor.

§ 5.14.1.2 The Owner shall coordinate the activities of the Owner's own forces, and of each Separate Contractor, with the Construction Work of the Design-Builder, who shall cooperate with them. The Design-Builder shall participate in a joint review of the construction schedules of the Owner and any Separate Contractors and after mutual agreement the Design-Builder shall revise its construction schedule. The construction schedules shall then constitute the schedules to be used by the Design-Builder, Separate Contractors, and the Owner until subsequently revised.

§ 5.14.1.3 Unless otherwise provided in the Design-Build 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 Design-Builder has under the Contract.

§ 5.15 Owner's Right to Clean Up

If a dispute arises among the Design-Builder, 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 will allocate the cost among those responsible.

§ 5.16 Mutual Responsibility

§ 5.16.1 The Design-Builder 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 Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

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

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

§ 5.16.4 The Design-Builder shall promptly remedy damage that the Design-Builder causes to completed or partially completed Construction Work or to property of the Owner or Separate Contractors as provided in Section 10.2.5.

§ 5.16.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching the Construction Work as the Design-Builder has with respect to the Construction Work of the Owner or Separate Contractors in Section 5.11.

§ 5.16.5.1 The Owner shall be responsible for failures by its Separate Contractors to comply with the obligations in this Agreement.

ARTICLE 6 CHANGES IN THE WORK

§ 6.1 General

§ 6.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or Change Directive, subject to the limitations stated in this Article 6 and elsewhere in the Design-Build Documents.

§ 6.1.2 A Change Order shall be based upon agreement between the Owner and Design-Builder. The Owner may issue a Change Directive without agreement by the Design-Builder.

§ 6.1.3 Changes in the Work shall be performed under applicable provisions of the Design-Build Documents. The Design-Builder shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order or Change Directive.

§ 6.2 Change Orders

A Change Order is a written instrument reviewed and accepted by the Design Criteria Professional and signed by the Owner and Design-Builder 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 or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 6.3 Change Directives

§ 6.3.1 A Change Directive is a written order reviewed and accepted by the Design Criteria Professional and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

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

§ 6.3.3 If the Change Directive provides for an adjustment to the Contract Sum or, if prior to execution of the Design-Build Amendment, an adjustment in the Design-Builder's compensation, 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 Design-Build 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. The Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data; or
- 4 As provided in Section 6.3.4.

§ 6.3.4 If the Design-Builder does not respond promptly or disagrees with the method for adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the method for adjustment in the Design-Builder's compensation, the Owner 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, an amount for overhead and profit as set forth in this Agreement, or if no such amount is set forth in this Agreement, a reasonable amount. In such case, the Design-Builder shall keep and present, in such form as the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Design-Build Documents, costs for the purposes of this Section 6.3.4 shall be limited to the following:

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

§ 6.3.5 Upon receipt of a Change Directive, the Design-Builder shall promptly proceed with the change in the Work involved and advise the Owner of the Design-Builder's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, or Contract Time.

§ 6.3.6 A Change Directive signed by the Design-Builder prior to execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in compensation and schedule, or the method for determining them. A Change Directive signed by the Design-Builder after the execution of the Design-Build Amendment indicates the Design-Builder's agreement therewith, including adjustment in Contract Sum and Contract Time, or the method for determining them. Any such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 6.3.7 If the Design-Builder disagrees with the adjustment in Contract Time, the Design-Builder may make a Claim in accordance with the applicable provisions of Article 15.

§ 6.3.8 The amount of credit to be allowed by the Design-Builder to the Owner for a deletion or change that results in a net decrease in the Contract Sum or, if prior to execution of the Design-Build Amendment, in the Design-Builder's compensation, shall be actual net cost. 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.

§ 6.3.9 Pending final determination of the total cost of a Change Directive to the Owner, the Design-Builder may request payment for Work completed under the Change Directive in Applications for Payment. The Owner will make an interim determination for purposes of certification for payment for those costs deemed to be reasonably justified. The Owner's interim determination of cost shall adjust the Contract Sum or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, on the same basis as a Change Order, subject to the right of Design-Builder to disagree and assert a Claim in accordance with Article 15.

§ 6.3.10 When the Owner and Design-Builder agree with a determination concerning the adjustments in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Owner and Design-Builder shall execute a Change Order. Change Orders may be issued for all or any part of a Change Directive.

ARTICLE 7 OWNER'S RESPONSIBILITIES

§ 7.1 General

§ 7.1.1 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.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule.

§ 7.1.3 The Owner shall furnish and coordinate the services of the Owner's consultants and Separate Contractors with those services provided by the Design-Builder. Upon the Design-Builder's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants or Separate Contractors. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 7.1.4 The Owner shall furnish the services of consultants required by a material change in the Owner's Criteria or authorize the Design-Builder to furnish them pursuant to a Change Order or Change Directive.

§ 7.1.5 If the Owner identifies a Sustainable Objective, the Owner shall fulfill its responsibilities as required in AIA Document A141-2024 Exhibit C, attached to this Agreement.

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner and the Design Criteria Professional shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.7 The Owner shall purchase and maintain insurance as set forth in Article 11 and AIA Document A141-2024 Exhibit A.

§ 7.1.8 Visits to the site by the Owner and the Design Criteria Professional shall not be construed to create an obligation on the part of the Owner or the Design Criteria Professional to make on-site inspections to check the quality or quantity of the Work. The Owner and the Design Criteria Professional shall 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.

§ 7.1.9 The Owner and the Design Criteria Professional shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner and the Design Criteria Professional shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner and the Design Criteria Professional may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder.

§ 7.1.11 The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.8 and the date of final completion in accordance with Section 9.10.

§ 7.1.12 DELETED INTENTIONALLY

§ 7.2 Information and Services Required of the Owner

§ 7.2.1 The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

§ 7.2.2 The Owner shall provide, to the extent under the Owner's control and if not required by the Design-Build Documents to be provided by the Design-Builder, the results and reports of prior tests, inspections, or investigations conducted for the Project involving structural or mechanical systems; chemical, air and water pollution; hazardous materials; or environmental and subsurface conditions and information regarding the presence of pollutants at the Project site.

§ 7.2.3 DELETED INTENTIONALLY

§ 7.2.4 The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

§ 7.2.5 The services, information, surveys, and reports required to be provided by the Owner under this Agreement, shall be furnished at the Owner's expense. Except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services, information, surveys, and reports furnished by the Owner.

§ 7.2.6 If the Owner or the Design Criteria Professional observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner and the Design Criteria Professional shall give prompt notice thereof to the Design-Builder.

§ 7.2.7 Evidence of the Owner's Financial Arrangements

§ 7.2.7.1 Prior to execution of the Design-Build Amendment, the Design-Builder may request that the Owner furnish reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract.

§ 7.2.7.2 Following the execution of the Design-Build Amendment and upon written request by the Design-Builder, the Owner shall furnish to the Design-Builder 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 Design-Builder as the Design-Build Documents require; (2) the Design-Builder 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 Design-Builder's request, the Design-Builder 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 Design-Builder 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 7.2.7, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Design-Build Documents.

§ 7.2.7.3 After the Owner furnishes evidence of financial arrangements under this Section 7.2.7, the Owner shall not materially vary such financial arrangements without prior notice to the Design-Builder.

§ 7.2.7.4 Where the Owner has designated information furnished under this Section 7.2.7 as "confidential," the Design-Builder shall keep the information confidential as set forth in Article 16.

§ 7.2.8 The Design-Builder shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil

conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations and provide copies of the reports to the Owner and the Design Criteria Professional.

§ 7.2.9 The Owner shall furnish surveys to describe 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 or deed restrictions, and 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.

§ 7.2.10 The Design-Builder shall furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required and the cost shall be included in the Design-Builder's Guaranteed Maximum Price.

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

§ 7.3 Owner's Right to Stop Construction Work

If the Design-Builder fails to correct Construction Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 12.2 or persistently fails to carry out Construction Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Construction Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Construction Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Section 5.14.1.2.

§ 7.4 Owner's Right to Carry Out the Construction Work

If the Design-Builder defaults or neglects to carry out the Construction Work in accordance with the Design-Build 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. The Owner 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. If current and future payments are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. If the Design-Builder disagrees with the actions of the Owner, or the amounts claimed as costs to the Owner, the Design-Builder may file a claim pursuant to Article 15.

ARTICLE 8 TIME

§ 8.1 Progress and Completion

§ 8.1.1 Time limits stated in the Design-Build Documents are of the essence of the Contract. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.1.2 The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2 Delays and Extensions of Time

§ 8.2.1 If the Design-Builder is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or consultant, or of a Separate Contractor; (2) changes ordered in the Work; (3) labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, unusual delays by public authorities related to permits, licenses, and inspections, or other causes beyond the Design-Builder's control; (4) delay authorized by the Owner pending mediation and binding dispute resolution; or (5) other causes that the Owner determines justify delay, then the Contract Time shall be extended for such reasonable time as the Owner may determine.

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

§ 8.2.3 This Section 8.2 does not preclude recovery of damages for delay by either party under other provisions of the Design-Build Documents.

ARTICLE 9 PAYMENT APPLICATIONS AND PROJECT COMPLETION

§ 9.1 Contract Sum

The Contract Sum is stated in the Design-Build Amendment.

§ 9.1.1 If unit prices are stated in the Design-Build Amendment or subsequently agreed upon, and if quantities set forth in the Design-Build Amendment are materially changed in a proposed Change Order or Change Directive, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values or Control Estimate

Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner and the Design Criteria Professional prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the 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 Owner and the Design Criteria Professional. This schedule, unless objected to by the Owner or the Design Criteria Professional, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner or the Design Criteria Professional may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.2.1 DELETED INTENTIONALLY

§ 9.2.2 DELETED INTENTIONALLY

§ 9.2.3 DELETED INTENTIONALLY

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Guaranteed Maximum Price with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner and the Design Criteria Professional, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 9.2.5 DELETED INTENTIONALLY

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner and the Design Criteria Professional an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized and supported by all data substantiating the Design-Builder's right to payment that the Owner and the Design Criteria Professional requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage for in the Design-Build Documents. Applications for Payment shall be completed on AIA Document Forms G702 and G703.

§ 9.3.1.1 As provided in Section 6.3.9, Applications for Payment may include requests for payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, but not yet included in Change Orders. As provided in Section 2.1, compensation for Work prior to execution of the Design-Build Amendment may include payment on account of changes in the Work that have been properly authorized by Change Directives, or by interim determinations of the Owner, 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 Design-Builder does not intend to pay the Architect, a Consultant, a Subcontractor, or a supplier, unless such Work has been performed by others whom the Design-Builder intends to pay.

§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner and the Design Criteria Professional, 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 Design-Builder with procedures satisfactory to the Owner and the Design Criteria Professional 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. Passage of title shall not, however, relieve Design-Builder from the obligation to protect, maintain and insure the materials until Final Completion. The Design-Builder 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 Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

The Owner's Design Criteria Professional shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to the Owner the Design-Builder's Certificate for Payment in the full amount of the Application for Payment; (2) issue to the Owner the Design-Builder's Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's or Design Criteria Professional'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 Design-Builder of the Owner's and Design Criteria Professional's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Owner and the Design Criteria Professional may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's or the Design Criteria Professional's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Design Criteria Professional is unable to certify payment in the amount of the Application for Payment, the Design Criteria Professional will notify the Owner and the Design-Builder as provided in Section 9.4. If the Design-Builder, Design Criteria Professional and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

- 1 Failure to perform Work in accordance with the Design-Build Documents;
- 2 Third-party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
- 3 Failure of the Design-Builder to make payments properly to the Architect, Consultants, Subcontractors, suppliers, or others, for services, 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; or
- 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.

§ 9.5.2 If the Design-Builder disputes the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Design-Builder may submit a Claim in accordance with Article 15.

§ 9.5.3 When the above reasons for withholding certification are removed, the Design Criteria Professional and the Owner shall certify amounts previously withheld.

§ 9.5.4 If the Owner withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Design-Builder and to any other persons or entities providing Work for the Design-Builder to whom the Design-Builder failed to make payment for Work properly performed or material or equipment suitably delivered.

§ 9.6 Progress Payments

§ 9.6.1 After the Design Criteria Professional has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Design Criteria Professional and the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Design Criteria Professional or the

Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Design Criteria Professional or the Owner has made exhaustive or continuous on-site inspections; or (3) that the Design Criteria Professional or the Owner has made examinations to ascertain how or for what purposes the Design-Builder 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's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors and material suppliers in a similar manner.

§ 9.6.4 The Owner will, on request and if practicable, furnish to the person or entity providing Work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken thereon by the Owner on account of portions of the Work done by such person or entity providing Work for the Design-Builder.

§ 9.6.5 The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid any other persons or entities providing Work for the Design-Builder, amounts paid by the Owner to the Design-Builder for the Work. If the Design-Builder fails to furnish such evidence within seven days, the Owner shall have the right to contact the other person or entity providing Work for the Design-Builder to ascertain whether they have been properly paid. The Owner shall have no obligation to pay, or to see to the payment of money to any other person or entity providing services or Work for the Design-Builder, except as may otherwise be required by law.

§ 9.6.6 The Design-Builder's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.3, 9.6.4 and 9.6.5.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for services, materials, or equipment.

§ 9.6.7 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 Design-Build Documents.

§ 9.6.8 Unless the Design-Builder provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Design-Builder for Work properly performed by the Architect, Consultants, Subcontractors, and other persons or entities providing Work for the Design-Builder, shall be held by the Design-Builder for the Architect and those Consultants, Subcontractors, or other persons or entities. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Design-Builder, create any fiduciary liability or tort liability on the part of the Design-Builder for breach of trust, or entitle any person or entity to an award of punitive damages against the Design-Builder for breach of the requirements of this provision.

§ 9.6.9 Design-Builder shall provide a payment bond. Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder 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 Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.6.10 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Subcontractors, and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Subcontractors, and the Design-Builder shall execute subcontracts in accordance with those agreements.

§ 9.7 Failure of Payment

If, through no fault of the Design-Builder, the Owner fails to issue a Certificate for Payment or make payment of the

certified amount within the time required by the Design-Build Documents, then the Design-Builder may, upon seven additional days' notice to the Owner, 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 Design-Builder's reasonable costs of shutdown, delay, and start-up, plus interest as provided for in the Design-Build Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner and the Design Criteria Professional in accordance with this Section 9.8.

§ 9.8.2 When the Design-Builder considers that the Construction Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner 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 Design-Builder to complete all Work in accordance with the Design-Build Documents.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner and the Design Criteria Professional shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's or the Design Criteria Professional's inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner or the Design Criteria Professional. In such case, the Design-Builder shall then submit a request for another inspection by the Owner and the Design Criteria Professional to determine Substantial Completion. Inspection requests beyond the first will cause the Owner to incur additional expenses which shall be reimbursed by the Design-Builder to the Owner.

§ 9.8.4 Prior to issuance of the Certificate of Substantial Completion under Section 9.8.5, the Owner and Design-Builder shall discuss and then determine the parties' obligations to obtain and maintain property insurance following issuance of the Certificate of Substantial Completion.

§ 9.8.5 When the Construction Work is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.6 The Certificate of Substantial Completion shall be submitted by the Design-Builder to the Owner for written acceptance of responsibilities assigned to it in the Certificate. Upon the Owner's acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Payment shall be adjusted for Construction Work that is incomplete or not in accordance with the requirements of the Design-Build Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Construction Work at any stage when such portion is designated by separate agreement with the Design-Builder, provided such occupancy or use is consented to, by endorsement or otherwise, by the insurer providing property insurance and authorized by 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 Design-Builder have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Design-Build Documents. When the Design-Builder considers a portion substantially complete, the Design-Builder shall prepare and submit a list to the Owner as provided under Section 9.8.2. Consent of the Design-Builder to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Construction Work shall be determined by written agreement between the Owner and Design-Builder.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, the Design Criteria Professional, and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

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

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Design-Builder's notice that the Construction Work is ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the Owner will promptly make such inspection. When the Owner finds the Construction Work acceptable under the Design-Build Documents and the Contract fully performed, the Owner will, subject to Section 9.10.2 and 9.10.3, promptly issue a final Certificate for Payment.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Construction 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, (2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect, (3) a written statement that the Design-Builder knows of no reason that the insurance will not be renewable to cover the period required by the Design-Build Documents, (4) consent of surety, if any, to final payment, (5) an as-constructed record copy of the Construction Documents marked to indicate field changes and selections made during construction, (6) documentation of any special warranties, such as manufacturer's warranties, product data, and maintenance and operations manuals, and (7) 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. If an Architect, Consultant, Subcontractor, or any other person or entity providing services, labor, materials, or equipment relating to the Construction Work, refuses to furnish a release or waiver required by the Owner, the Design-Builder may furnish a bond satisfactory to the Owner to indemnify the Owner against such liens, claims, security interests, or encumbrances. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Design-Builder shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, claims, security interests, or encumbrances, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Construction Work, final completion thereof is materially delayed through no fault of the Design-Builder or by issuance of Change Orders affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Contract, make payment of the balance due for that portion of the Construction Work fully completed, corrected, and accepted. If the estimated cost to complete or correct the Construction Work is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Construction Work fully completed and accepted shall be submitted by the Design-Builder to the Owner prior to issuance of 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 Design-Build Documents;
3. terms of special warranties required by the Design-Build Documents;
4. audits performed by the Owner, if permitted by the Design-Build Documents, after final payment; or
5. latent design or construction defects.

§ 9.10.5 Acceptance of final payment by the Design-Builder shall constitute a waiver of claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

§ 9.11 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.)

2.0 % Two Percent per month

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Construction Work.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to

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

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

§ 10.2.3 The Design-Builder 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 Construction Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3, caused in whole or in part by the Design-Builder, the Architect, a Consultant, a 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 Design-Builder is responsible under Sections 10.2.1.2 and 10.2.1.3. The Design-Builder may make a Claim for the cost to remedy damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, or anyone directly or indirectly employed by the Owner, or by anyone for whose acts the Owner may be liable, and not attributable to the fault or negligence of the Design-Builder. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.14.

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

§ 10.2.7 The Design-Builder 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 the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, 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

§ 10.3.1 The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials or substances. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build 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 Design-Builder, the Design-Builder shall,

upon recognizing the condition, immediately stop Construction Work in the affected area and notify the Owner of the condition.

§ 10.3.2 Upon receipt of the Design-Builder'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 Design-Builder 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 Design-Build Documents, the Owner shall furnish in writing to the Design-Builder 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 Design-Builder will promptly reply to the Owner in writing stating whether or not the Design-Builder has reasonable objection to the persons or entities proposed by the Owner. If the Design-Builder has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Design-Builder has no reasonable objection. When the material or substance has been rendered harmless, Construction Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Design-Builder's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law and without waiving the notice, limits, and protections as set forth in Section 768.28, Florida Statutes, whether brought in contract or tort, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, 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 Construction 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 Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder fails to perform its obligations under Section 10.3.1.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Design-Builder's Insurance and Bonds

§ 11.1.1 The Design-Builder 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 this Agreement or elsewhere in the Design-Build Documents. Prior to commencement of the Work, the Design-Builder 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 shall be named as an additional insured under the Design-Builder's commercial general liability policy or as otherwise described in the Design-Build Documents.

§ 11.1.2 The Design-Builder shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Design-Build Documents. The Design-Builder 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 and performance of obligations arising under the Design-Build Contract, the Design-Builder 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 Design-Builder's Required Insurance.** Within three (3) business days of the date the Design-Builder becomes aware of an impending or actual cancellation or expiration of any insurance required by the Design-Build Documents, the Design-Builder shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Design-Builder, 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 Design-Builder. The furnishing of notice by the Design-Builder shall not relieve the Design-Builder of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner 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 this Agreement or elsewhere in the Design-Build Documents. The Owner 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.

§ 11.2.2 **Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in this Agreement or elsewhere in the Design-Build Documents, the Owner shall inform the Design-Builder in writing prior to commencement of the Construction Work. Upon receipt of notice from the Owner, the Design-Builder may delay commencement of the Construction Work and may obtain insurance that will protect the interests of the Design-Builder, Subcontractors, and Sub-Subcontractors in the Construction Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Design-Builder is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Design-Builder for all reasonable costs and damages attributable thereto.

§ 11.2.3 **Notice of Cancellation or Expiration of Owner's Required Property Insurance.** Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Design-Build Documents, the Owner shall provide notice to the Design-Builder of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Design-Builder: (1) the Design-Builder, upon receipt of notice from the Owner, shall have the right to stop the Construction Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Design-Builder; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Design-Builder, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Design-Builder purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 DELETED INTENTIONALLY

ARTICLE 12 UNCOVERING AND CORRECTION OF CONSTRUCTION WORK

§ 12.1 Uncovering of Construction Work

The Owner may request to examine a portion of the Construction Work that the Design-Builder has covered to determine if the Construction Work has been performed in accordance with the Design-Build Documents. If such Construction Work is in accordance with the Design-Build Documents, the Design-Builder shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Construction Work is not in accordance with the Design-Build Documents, the costs of uncovering the Construction Work, and the cost of correction, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2 Correction of Construction Work

§ 12.2.1 **Before Substantial Completion.** The Design-Builder shall promptly correct Construction Work rejected by the Owner or the Design Criteria Professional or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting

such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Design-Builder's obligations under Section 3.1.12, if, within one year after the date of Substantial Completion of the Construction 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 Design-Build Documents, any of the Construction Work is discovered not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Design-Builder 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 the Construction Work, if the Owner fails to notify the Design-Builder of the condition and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty and breach of the standard of care for that condition. If the Design-Builder fails to correct nonconforming or defectively designed Construction Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.4.

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

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

§ 12.2.3 The Design-Builder shall remove from the site portions of the Construction Work that are not in accordance with the requirements of the Design-Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

§ 12.2.4 The Design-Builder shall be liable for the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Construction Work that is not in accordance with the requirements of the Design-Build Documents except as otherwise permitted in this Agreement.

§ 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 Design-Builder has under the Design-Build Documents. Establishment of the one-year period for correction of Construction Work as described in Section 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Construction Work, and has no relationship to the time within which the obligation to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Construction Work.

§ 12.3 Acceptance of Nonconforming Construction Work

If the Owner prefers to accept Construction Work that is not in accordance with the requirements of the Design-Build 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 COPYRIGHTS AND LICENSES

§ 13.1 Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. The Design-Builder, and the Architect, Consultants, Subcontractors, and any other person or entity providing Work for any of them, shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements, or for similar purposes in connection with the Project, is not to be construed as publication in derogation of the reserved rights of the Design-Builder and the Architect, Consultants, and Subcontractors, and any other person or entity providing Work for any of them.

§ 13.2 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information,

the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections 14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project.

§ 13.3.3 Except as otherwise stated in this Section 13.3, the provisions of this Article 13 shall survive the termination of this Agreement.

ARTICLE 14 TERMINATION OR SUSPENSION

§ 14.1 Termination or Suspension Prior to Execution of the Design-Build Amendment

§ 14.1.1 If the Owner fails to make payments to the Design-Builder for Work prior to execution of the Design-Build Amendment in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination under Section 14.1.4 or, at the Design-Builder's option, cause for suspension of performance of services under this Agreement. If the Design-Builder elects to suspend the Work, the Design-Builder shall give seven days' notice to the Owner before suspending the Work. In the event of a suspension of the Work, the Design-Builder shall have no liability to the Owner for delay or damage caused by the suspension of the Work. Before resuming the Work, the Design-Builder shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.2 If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

§ 14.1.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Design-Builder, the Design-Builder may terminate this Agreement by giving not less than seven days' notice.

§ 14.1.4 Either party may terminate this Agreement upon not less than seven days' notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 14.1.5 The Owner may terminate this Agreement upon not less than seven days' notice to the Design-Builder for the Owner's convenience and without cause.

§ 14.1.6 In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly

attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 14.1.6 be greater than the compensation set forth in Section 2.1.

§ 14.1.7 In addition to any amounts paid under Section 14.1.6, if the Owner terminates this Agreement for its convenience pursuant to Section 14.1.5, or the Design-Builder terminates this Agreement pursuant to Sections 14.1.3 or 14.1.4, the Owner shall pay to the Design-Builder the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

None.

.2 Licensing Fee if the Owner intends to continue using the Design-Builder's Instruments of Service:

None.

§ 14.2 Termination or Suspension Following Execution of the Design-Build Amendment

§ 14.2.1 Termination by the Design-Builder

§ 14.2.1.1 The Design-Builder may terminate this Agreement if the Work is stopped for a period of 30 consecutive days through no act or fault of the Design-Builder, 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 Owner has not issued a Certificate for Payment and has not notified the Design-Builder of the reason for withholding certification as provided in Section 9.5.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Design-Build Documents; or
- .4** The Owner has failed to furnish to the Design-Builder reasonable evidence as required by Section 7.2.7.

§ 14.2.1.2 The Design-Builder may terminate this Agreement if, through no act or fault of the Design-Builder, 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 14.2.3, 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.

§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

§ 14.2.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Design-Builder, 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 Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven additional days' notice to the Owner, terminate the Contract and recover from the Owner as provided in Section 14.2.1.3.

§ 14.2.2 Termination by the Owner for Cause

§ 14.2.2.1 The Owner may terminate this Agreement if the Design-Builder:

- .1** fails to submit the Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
- .2** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .3** repeatedly refuses or fails to supply a qualified architect, consultant, or subcontractor, where required;
- .4** fails to make payment to the Architect, Consultants, Subcontractors, or suppliers in accordance with their respective agreements with the Design-Builder;
- .5** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .6** is otherwise in breach of a material provision of the Design-Build Documents.

§ 14.2.2.2 When any of the reasons described in Section 14.2.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven days' notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

- .1 Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;
- .2 Accept assignment of the Architect, Consultant, and Subcontractor agreements pursuant to Section 3.1.15; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.2.3 When the Owner terminates this Agreement for one of the reasons stated in Section 14.2.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

§ 14.2.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Design-Builder. If such costs and damages exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. The obligation for such payments shall survive termination of this Agreement.

§ 14.2.3 Suspension by the Owner for Convenience

§ 14.2.3.1 The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.2.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.2.3.1. 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 Design-Builder is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.2.4 Termination by the Owner for Convenience

§ 14.2.4.1 The Owner may, at any time, terminate this Agreement for the Owner's convenience and without cause.

§ 14.2.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Design-Builder 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 Project agreements, including agreements with the Architect, Consultants, Subcontractors, and purchase orders, and enter into no further Project agreements and purchase orders.

§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed, to the extent not previously paid, and direct costs necessarily incurred by reason of such termination.. Under no circumstance shall the Design-Builder be entitled to claim any special or consequential damages, including loss of anticipated overhead and profit on work not performed, which claim is hereby expressly waived by the Design-Builder.

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 Design-Builder 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 does not 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.** The Owner and Design-Builder 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 Section 1.3, within the time period specified by applicable law, but, in any case, not more than 10 years after the date of Substantial Completion of the Work. The Owner and Design-Builder 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 Prior To Final Payment. Prior to final payment, Claims by either the Owner or Design-Builder must be initiated by notice to the other party 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 Arising After Final Payment. After final payment, Claims by either the Owner or Design-Builder that have not otherwise been waived pursuant to Sections 9.10.4 or 9.10.5, must be initiated by prompt notice to the other party. The notice requirement in Section 15.1.3.1 and the provisions for Initial Resolution of Claims in Section 15.2 shall not be required as a condition precedent to mediation in Section 15.3.

§ 15.1.4 Continuing Contract Performance. Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Design-Builder shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Design-Build Documents.

§ 15.1.5 Claims for Additional Cost. If the Design-Builder 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 Design-Builder wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Design-Builder's Claim shall include an estimate of cost and of the 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 Design-Builder 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 Design-Builder 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 Design-Build Documents.

§ 15.2 Initial Resolution of Claims

§ 15.2.1 Meet and Confer

§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the Design Criteria Professional, Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.2.1.2 Discussions held during the meet and confer process shall be treated as settlement discussions and, as such, will be confidential.

§ 15.2.1.3 If the Owner and Design-Builder reach a mutually acceptable resolution, appropriate documentation memorializing the resolution shall be prepared. If the resolution results in a change to the Contract Sum or the Contract Time, the parties shall execute a Change Order.

§ 15.2.1.4 If the Owner and Design-Builder cannot reach a mutually acceptable resolution at the meet and confer session, or if the meet and confer session does not take place within the time specified in Section 15.2.1, either party may proceed to mediation in accordance with Section 15.3.

§ 15.2.2 Project Neutral

§ 15.2.2.1 If the parties select a Project Neutral to serve as an initial decision maker of Claims, the Owner and Design-Builder shall share the expense of the Project Neutral.

§ 15.2.2.2 The Project Neutral 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 in whole or in part, (4) suggest a compromise, or (5) advise the parties that the Project Neutral is unable to resolve the Claim if the Project Neutral lacks sufficient information to evaluate the merits of the Claim or if the Project Neutral concludes that, in the Project Neutral's sole discretion, it would be inappropriate for the Project Neutral to resolve the Claim.

§ 15.2.2.3 In evaluating Claims, the Project Neutral may, but shall not be obligated to, consult with or seek information from persons with special knowledge or expertise who may assist the Project Neutral in rendering a decision. The retention of such persons shall be a shared expense of the Owner and Design-Builder.

§ 15.2.2.4 If the Project Neutral requests either 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 or the requested supporting data, (2) advise the Project Neutral when the response or supporting data will be furnished or (3) advise the Project Neutral that no response or supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Project Neutral will take one of the actions described in Section 15.2.2.2(2)-(5).

§ 15.2.2.5 Pursuant to Sections 15.2.2.2 through 15.2.2.4 the Project Neutral will render an initial decision approving or rejecting the Claim in whole or in part or indicating that the Project Neutral is unable to resolve the Claim. The initial decision shall (1) be in writing, (2) state the reasons therefore, and (3) identify any change in the Contract Sum or Contract Time or both. The initial decision shall be binding on the parties, but subject to mediation in accordance with the process set forth in Section 15.3 and, if the parties fail to resolve their dispute through mediation, subject to binding dispute resolution in accordance with Section 15.4.

§ 15.2.2.5.1 If an initial decision has not been rendered within 30 days after the Claim has been referred to the Project Neutral, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Project Neutral and all affected parties agree, the Project Neutral will not decide disputes between the Design-Builder and persons or entities other than the Owner.

§ 15.2.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.3.

§ 15.2.2.7 Either party may, within 30 days from the date of a Project Neutral's initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.3 In the event of a Claim against the Design-Builder, 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 Design-Builder's default, the Owner may, but is not obligated to, notify the surety, and request the surety's assistance in resolving the controversy.

§ 15.2.4 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, 15.1.7, and 15.2.2.7, 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 this 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. If an arbitration proceeding is stayed pursuant to this Section 15.3.2, the Parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 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 rendered by the Project Neutral or with respect to Claims that were the subject of the Meet and Confer process.

§ 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.

§ 15.4 DELETED INTENTIONALLY

ARTICLE 16 MISCELLANEOUS PROVISIONS

§ 16.1 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. Venue will be solely in Lake County, Florida.

§ 16.2 Successors and Assigns

§ 16.2.1 The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants, agreements, and obligations contained in the Design-Build Documents. Except as provided in Section 16.2.2, 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.

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

§ 16.2.3 Certifications. If the Owner requests the Design-Builder to execute certificates, the proposed language of such certificates shall be submitted to the Design-Builder for review at least 21 days prior to the requested dates of execution. If the Owner requests the Design-Builder to execute consents reasonably required to facilitate assignment to a lender, the Design-Builder shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Design-Builder for review at least 21 days prior to execution. The Design-Builder shall not be required to execute any certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner and the Design-Builder shall provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, the Design Criteria Professional, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's and the Design Criteria Professional's promotional materials for the Project. This Section 16.3

shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.4 Rights and Remedies

§ 16.4.1 Duties and obligations imposed by the Design-Build 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.

§ 16.4.2 No action or failure to act by the Owner or Design-Builder 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.

§ 16.5 Tests and Inspections

§ 16.5.1 Tests, inspections, and approvals of portions of the Construction Work shall be made as required by the Design-Build Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Design-Builder 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, unless otherwise provided in the Design-Build Amendment. The Design-Builder shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after execution of the Design-Build Amendment. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 16.5.2 If the Owner determines that portions of the Construction Work require additional testing, inspection, or approval not included under Section 16.5.1, the Owner will instruct the Design-Builder to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Design-Builder shall give timely notice to the Owner of when and where tests and inspections are to be made so that the Owner may be present for such procedures. Such costs, except as provided in Section 16.5.3, shall be at the Owner's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.3 If procedures for testing, inspection, or approval under Sections 16.5.1 and 16.5.2 reveal failure of the portions of the Construction Work to comply with requirements established by the Design-Build Documents, all costs made necessary by such failure shall be at the Design-Builder's expense, unless otherwise provided in the Design-Build Amendment.

§ 16.5.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Design-Build Documents, be secured by the Design-Builder and promptly delivered to the Owner.

§ 16.5.5 If the Owner is to observe tests, inspections, or approvals required by the Design-Build Documents, the Owner will do so promptly and, where practicable, at the normal place of testing.

§ 16.5.6 Tests or inspections conducted pursuant to the Design-Build Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 16.6 Public Records

§ 16.6.1 The Design-Builder, in addition to other contract requirements provided by law, must comply with the public records laws, including the provisions of Chapter 119, Florida Statutes and Section 119.0701, Florida Statutes. The obligations in this Section 16.6 shall survive the termination of this Agreement.

§ 16.6.2 DELETED INTENTIONALLY

§ 16.6.3 DELETED INTENTIONALLY

§ 16.7 Capitalization

Terms capitalized in the Contract include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other AIA Contract Documents.

§ 16.8 Interpretation

§ 16.8.1 In the interest of brevity the Design-Build 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.

§ 16.8.2 Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

§ 16.9 The invalidity of any provision of this Agreement shall not invalidate this Agreement or its remaining provisions. If it is determined that any provision of this Agreement 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 this Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties’ intentions and purposes in executing this Agreement.

§ 16.10 In accordance with Section 1.1.5, the Design-Builder shall coordinate with the Owner in establishing building information modeling and digital data protocols for the Project governing the development, use, transmission, and exchange of, and reliance on, digital data.

§ 16.10.1 Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party’s sole risk and without liability to the other party and its subcontractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 17 SCOPE OF THIS AGREEMENT

§ 17.1 This Agreement is comprised of the following documents:

- 1 AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project
- 2 AIA Document A141®–2024, Exhibit A, Insurance and Bonds
- 3 AIA Document A141®–2024, Exhibit B, Design-Build Amendment, if executed
- 4 ~~AIA Document A141®–2024, Exhibit C, Sustainable Projects Exhibit, if completed~~
- 5 Other documents, if any, listed below;
- 6 The Design Criteria Package (Drawings, Project Manual/Specifications) as prepared by the Design Criteria Professional dated June 25, 2026.

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

OWNER (Signature)

BY: John P. Temple, President

(Printed name and title)

DESIGN-BUILDER (Signature)

BY: Brian Miller, Director of Operations

(Printed name and title)

Additions and Deletions Report for AIA® Document A141® – 2024

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 21:34:50 CDT on 08/09/2026.

Changes to original AIA text

PAGE 1

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§ 1.1.7 The Owner's anticipated design and construction milestones: Refer to the Owner's Project Schedule included in the Design Criteria Package dated June 8, 2026 v2. The DB will refine the construction schedule, prepare and submit a final Project Schedule with the GMP Proposal for the Owner's and DCP's review and approval. The DB may elect to fast-track the construction once submittals are approved for the early portions of construction work and the construction permits have been received. The Substantial Completion Date shall not be later than May 10, 2028.

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☒ Litigation in a court of competent jurisdiction

PAGE 7

If the Owner and Design-Builder do not select a method of binding dispute resolution above, or do not subsequently agree in writing to a method of binding dispute resolution other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction with venue solely in Lake County, Florida.

§ 1.4.1 Architect. The Architect is a person or entity providing Design Services for the Design-Builder for all or a portion of the Work and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number. The Architect is also referred to as the Architect and Engineer(s) of Record (AEOR).

§ 1.4.10 Design-Build Documents. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, 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. A Modification is (1) a written amendment to the Contract signed by both parties, including the Design-Build Amendment, (2) a Change Order, or (3) a Change Directive. The Design-Build Documents will also include the Design Criteria Package, the Drawings, Specifications, and other documents listed in the Design-Build Amendment. If anything in the other Design-Build Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

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A notice sent by email shall be deemed effective only upon the sender's receipt of an automated "read receipt" or other electronic confirmation generated by the recipient's email system indicating that the message has been opened.

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- .1 ~~Transportation and authorized out-of-town travel and subsistence~~ DELETED INTENTIONALLY;
- .2 ~~Dedicated data and communication services, teleconferences, and Project web sites and cloud services~~ DELETED INTENTIONALLY;
- .3 ~~Fees paid for securing approval of authorities having jurisdiction over the Project~~ DELETED INTENTIONALLY;
- .4 ~~Printing, reproductions, plots, and standard form documents~~ DELETED INTENTIONALLY;
- .5 ~~Postage, handling, and delivery;~~
- .6 ~~Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner~~ DELETED INTENTIONALLY;
- .7 ~~Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner~~ DELETED INTENTIONALLY;
- .8 ~~All taxes levied on professional services and on reimbursable expenses; and~~ DELETED INTENTIONALLY;
- .9 ~~Other Project-related expenditures, if authorized in advance by the Owner~~ DELETED INTENTIONALLY.

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§ 2.1.5.2 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available submitted to the Owner at mutually convenient times for a period of two years following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first with each payment application.

For the Design-Builder's performance of Early Release Work, the Owner shall pay the Design-Builder in accordance with the authorization for the Early Release Work, unless otherwise agreed to by the parties. The Design-Builder shall submit a payment application monthly for Early Release Work as set forth in Article 9.

§ 2.3.1 For the Design-Builder's performance of Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as set forth in Article 9 and the Design-Build Amendment and including the following limitations:

Total compensation shall be based upon the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the owner in the Design-Build Amendment. The GMP total amount shall not exceed Sixteen-Million Dollars (\$16,000,000.00) including the performance of Work prior to execution of the Design-Build Amendment. The DB's General Conditions Costs shall not exceed ten percent (10%) of the Cost of the Work. The DB's profit and

overhead amount shall not exceed ten percent (10%) of the Cost of the Work. For changes in the Work, the Subcontractor's profit and overhead and the DB's profit and overhead shall not exceed fifteen percent (15%) in combined total. The total cost for professional Architectural and Engineering services shall not exceed Nine-Hundred-Fifty-Thousand Dollars (\$950,000.00).

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Allowing the Design-Builder to continue and/or complete all or any part of the Work after time fixed for Substantial Completion shall in no way constitute a waiver on the part of the Owner of any of Owner's rights under the Contract including the right to impose Liquidated Damages. Substantial Completion and Final Completion Liquidated Damages amounts per calendar day are fixed and agreed upon by and between the Design-Builder and the Owner because at the time of entering this Contract actual damages that the Owner will sustain cannot be readily ascertained. The Owner will suffer financial damage if the Project is not substantially completed and finally completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, and additional costs of contract administration by the Design Criteria Professional and Owner. Liquidated damages are not being imposed as a penalty. The parties agree that the sums provided for as liquidated damages are not so grossly disproportionate to the damages that might be reasonably expected to be incurred by Owner from a breach of the contract.

If Owner causes a delay that contributes to the failure to achieve Substantial Completion by the agreed-upon date, then the Design Builder shall be entitled to an equitable extension of the Contract Time and the Owner forfeits the right to assess Liquidated Damages for the delay period caused by Owner.

Notwithstanding any language in this Contract to the contrary, Liquidated Damages shall be the sole remedy to Owner for delays of Substantial Completion and Final Completion.

§ 3.1.3 The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of its obligations to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the ~~Owner~~Design Criteria Professional and Owner.

§ 3.1.4.1 Neither the Design-Builder nor any Subcontractor, Consultant, or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon confirmation by the Owner ~~that and Design Criteria Professional that~~ a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification.

§ 3.1.6 The Design-Builder shall schedule and conduct periodic meetings with the Owner ~~and Design Criteria Professional~~ to review matters such as procedures, progress, coordination, and scheduling of the Work.

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.8 Status report of Work rejected by the Owner ~~or DCP~~:

.14 Additional information as agreed to by the Owner, DCP and Design-Builder.

§ 3.1.10.1 The Design-Builder, as part of the Design-Builder's evaluation of the Owner's Criteria, shall prepare and submit for the Owner's acceptance a Project schedule, which shall provide for expeditious and practicable execution of the Work. The Project schedule shall (1) include the time required for design and construction, (2) not exceed time limits set forth under the Design-Build Documents, (3) be revised at appropriate intervals as required by the conditions of the Work and the Design-Build Documents, (4) include allowances for periods of time required for the Owner's and Design Criteria Professional's review, and (5) include allowances for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.10.2 The Design-Builder shall perform the Work in general accordance with the most recent Project schedule accepted by the Owner and Design Criteria Professional.

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

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§ 4.1.1 Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner, Design Criteria Professional, and Design-Builder execute a Modification.

§ 4.1.2 The Design-Builder shall advise and make recommendations to the Owner and Design Criteria Professional on proposed site use and improvements, selection of materials, building systems, and equipment, and temporary Project facilities. The Design-Builder shall also provide the Owner and Design Criteria Professional with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation, and construction; 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 Design Builder shall not take action on any recommendations unless approved by the Owner and Design Criteria Professional.

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§ 4.2.2 The Design-Builder shall schedule and conduct meetings with the Owner and Design Criteria Professional and other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1.

§ 4.2.3 The Design-Builder shall prepare and submit a written report to the Owner and Design Criteria Professional, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

§ 4.2.4 The Owner and Design Criteria Professional shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent by the Owner and Design Criteria Professional approvals for specifically identified items to proceed to the development of the Preliminary Design as described in Section 4.3.

§ 4.2.5 If the Owner's and Design Criteria Professional's consent granted pursuant to Section 4.2.4 includes any changes to the Owner's Criteria, then the Owner and the Design-Builder shall execute a Modification pursuant to Article 6.

§ 4.3.1 Upon the Owner's issuance of a written consent to proceed under Section 4.2.4, the Design-Builder shall prepare and submit a Preliminary Design to the ~~Owner~~ Owner and Design Criteria Professional. The Preliminary Design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

§ 4.3.2 The Owner and Design Criteria Professional shall review the Preliminary Design and, if acceptable, provide the Design-Builder with written comments to incorporate and consent to proceed to development of the Design-Builder's Proposal. The Preliminary Design shall not modify the Owner's Criteria unless approved in writing by the Owner and Design Criteria Professional, and the Owner and Design-Builder execute a Modification.

§ 4.4.1 Upon the Owner's and Design Criteria Professional's issuance of a written consent to proceed under Section 4.3.2, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner and Design Criteria Professional with a written statement of its basis, which shall include the following:

§ 4.4.2 The Design-Builder shall meet with the Owner and Design Criteria Professional to review the Design-Builder's Proposal. In the event that the Owner or Design Criteria Professional discovers any inconsistencies or inaccuracies in the information presented, the Owner and Design Criteria Professional shall promptly notify the Design-Builder, who shall make appropriate adjustments to the Design-Builder's Proposal, its basis, or both.

§ 4.4.3 Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions and Project requirements under which the Work is to be completed.

§ 5.1.1 Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Construction Documents. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents, including but not limited to, the Design Criteria Package.

§ 5.1.2 The Design-Builder shall provide the Construction Documents to the Owner and the Design Criteria Professional for the Owner's and Design Criteria Professional's review, information, and acceptance. If the Owner discovers any deviations between the Construction Documents and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless reviewed and approved by the Owner and the Design Criteria Professional, and the Owner and Design-Builder execute a Modification. The failure of the Owner or the Design Criteria Professional to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

§ 5.2.2.1 The Design-Builder shall prepare, for the Owner's ~~review~~ and Design Criteria Professional's review and acceptance, a procurement proposal for Early Release Work which includes (a) portions of the Design Services or Construction Work that will be issued for procurement and construction in advance of the Design-Build Amendment, and (b) materials or equipment that must be procured prior to execution of the Design-Build Amendment.

§ 5.2.2.2 If the Owner accepts the Design-Builder's procurement proposal for Early Release Work, the Design-Builder shall prepare, for the Owner's and Design Criteria Professional's review and acceptance, an authorization to proceed with Early Release Work describing the scope, schedule for performance, compensation, payments, retainage, insurance and bonds, and other terms and conditions applicable to procurement and performance of the Early Release Work. The Design-Builder has no obligation to commence procurement and performance of Early Release Work until the Owner and Design-Builder execute such authorization.

§ 5.2.3 Supervision. The Design-Builder shall supervise and direct the Construction Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and safety, and procedures, and for coordinating all portions of the Construction Work under the Contract, unless the Design-Build Documents provide other specific instructions concerning these matters.

§ 5.3.1.4 Submittals are not Design-Build Documents. Their purpose is to demonstrate how the Design-Builder

proposes to conform to the information given and the design concept expressed in the Design-Build Documents for those portions of the Construction Work for which the Design-Build Documents require submittals. Review by the Owner and the Design Criteria Professional is subject to the limitations of Section 5.3.3.1. Informational submittals upon which the Owner or the Design Criteria Professional is not expected to take responsive action may be so identified in the Design-Build Documents. Submittals that are not required by the Design-Build Documents may be returned by the Owner and the Design Criteria Professional without action.

§ 5.3.1.5 Submittal Schedule. If the Design-Build Documents require the Design-Builder to submit Submittals to the Owner and the Design Criteria Professional during performance of the Construction Work, the Design-Builder, prior to submitting any submittals, and thereafter as necessary to maintain a current submittal schedule, shall provide a submittal schedule for the Architect's, Owner's and the Design Criteria Professional's approval. The Owner's and Design Criteria Professional's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Design-Builder's construction schedule, and (2) allow the Architect, Owner, and the Design Criteria Professional reasonable time to review submittals. The Design-Builder shall allow for up to ten (10) calendar days for the Owner's and Design Criteria Professional's review. If the Design-Builder fails to submit a submittal schedule or fails to provide submittals in accordance with the approved submittal schedule, the Design-Builder shall not be entitled to any increase in the Contract Sum or extension of Contract Time based on the time required for review of submittals.

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The Design-Builder shall make available, at the Project site, the Design-Build Documents, including Change Orders, Change Directives, and other Modifications, in good order and marked currently to indicate authorized field changes and selections made during performance of the Construction Work, and the approved Submittals. These shall be in electronic form or paper copy, available to the Owner and the Design Criteria Professional, and delivered to the Owner and the Design Criteria Professional upon completion of the Work as a record of the Construction Work as constructed.

§ 5.3.2.1 The Design-Builder shall review for compliance with the Design-Build Documents, approve, and submit to the Owner and the Design Criteria Professional, Submittals required by the Design-Build Documents, in accordance with the submittal schedule approved by the Owner, Architect, Owner and the Design Criteria Professional or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Construction Work or in the activities of the Owner, the Design Criteria Professional, or of Separate Contractors.

§ 5.3.2.2 By submitting Submittals, the Design-Builder represents to the Owner, Architect, Owner and the Design Criteria Professional that the Design-Builder 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 Construction Work and of the Design-Build Documents.

§ 5.3.2.3 The Design-Builder shall perform no portion of the Construction Work for which the Design-Build Documents require submittal and review of Submittals, until the respective submittal has been approved by the Owner, Architect, Owner and the Design Criteria Professional.

§ 5.3.2.4 The Construction Work shall be in accordance with approved submittals except that the Design-Builder shall not be relieved of responsibility for deviations from the requirements of the Design-Build Documents by the Owner's and Design Criteria Professional's approval of Submittals, unless the Design-Builder has specifically notified the Owner of such deviation at the time of submittal and (1) the Owner and the Design Criteria Professional has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Change Directive has been issued authorizing the deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval and the Design Criteria Professional's approval thereof.

§ 5.3.2.5 The Design-Builder shall direct specific attention, in writing or on resubmitted Submittals, to revisions other than those requested by the Owner or the Design Criteria Professional on previous submittals. In the absence of such notice, the Owner's approval and Design Criteria Professional's approval of a resubmission shall not apply to such revisions.

§ 5.3.3.1 The Owner and the Design Criteria Professional will review, approve, or take other appropriate action upon, the Design-Builder's Submittals, but only for the limited purpose of checking for conformance with the information and design concept expressed in the Design-Build Documents. The Owner's and the Design Criteria Professional's action will be taken in accordance with the submittal schedule approved by the Owner and the Design Criteria Professional or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time 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 Design-Builder as required by the Design-Build Documents. The Owner's and Design Criteria Professional's review of the Design-Builder's Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.3, 3.1.11, and 5.3.2. The Owner's and the Design Criteria Professional's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Owner's approval and Design Criteria Professional's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 5.3.3.2 Upon review of the submittals required by the Design-Build Documents, the Owner and Design Criteria Professional shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner ~~discovers~~ Design Criteria Professional discovers.

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§ 5.4.1 The Design-Builder shall provide the services required to complete the Construction Work including services required to carry out the Design-Builder's responsibilities for construction means, methods, techniques, sequences, ~~and safety, and~~ procedures. The Design-Builder shall perform such services in compliance with applicable law.

§ 5.4.3 The Owner and the Design Criteria Professional shall be entitled to rely upon the services, certifications, and approvals provided by the design professionals under Section 5.4.2. The Owner and Design Criteria Professional shall provide prompt notice to the Design-Builder if the Owner or Design Criteria Professional observes or otherwise becomes aware of any errors, omissions, or inconsistencies in such services or information. The Owner and the Design Criteria Professional is not required to ascertain that the services, certifications, and approvals performed or provided by the Design-Builder or the licensed design professional in connection with the Construction Work are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Owner and Design Criteria Professional shall promptly report to the Design-Builder any nonconformity discovered by, or made known to, the Owner or the Design Criteria Professional.

§ 5.5.2 When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only with the consent of the Owner and the Design Criteria Professional and in accordance with a Change Order or Change Directive.

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§ 5.6.1 Owner's Tax Recovery Program

The Design-Builder shall organize, participate, and lead the Owner's Sales Tax Recovery Program. The Design-Builder shall provide the Purchase Order information necessary for the Owner to direct purchase the necessary materials for the Project and the Owner will directly purchase the materials for orders of \$5,000.00 or more. The Design-Builder shall take full responsibility for the accuracy of the order information and the delivery, storage, and installation of the materials. The sales tax savings shall be recorded by the Design-Builder and deducted from the Contract Sum on a monthly basis in the form of a Change Order. The Owner and the Design-Builder shall reconcile the account quarterly and make any adjustments that are necessary the next month.

§ 5.7 Permits, Fees, Notices and Compliance with Laws

§ 5.7.1 Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Construction Work and Substantial Completion of the Project.

§ 5.7.1.1 Threshold Inspections

The Owner will obtain and pay for the professional services of a State of Florida licensed Threshold Inspector for the Project as required by law. The Design-Builder schedule the inspections required during the progress of the Work and the Design-Builder will pay the Owner for all Threshold Inspections that are either re-inspected due to failure of the inspection to pass the requirements, or for scheduling inspections that are not ready to be inspected.

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§ 5.7.3 Concealed or Unknown Conditions. If the Design-Builder encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build 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 Design-Build Documents, the Design-Builder shall promptly provide notice to the Owner and the Design Criteria Professional before conditions are disturbed and in no event later than 14 days after the conditions are first observed. The Owner shall promptly investigate such conditions and, if the Owner and the Design Criteria Professional determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Contract Sum or Contract Time, or both, shall be equitably adjusted. If the Owner determines and the Design Criteria Professional determines that the conditions at the site are not materially different from those indicated in the Design-Build Documents and that no change in the terms of the Contract is justified, the Owner shall promptly notify the Design-Builder, stating the reasons. If the Design-Builder disputes the Owner's determination, the Design-Builder may submit a Claim as provided in Article 15.

§ 5.9.1 Those portions of the Construction Work that the Design-Builder does not customarily perform with the Design-Builder's own personnel shall be performed under subcontracts or other appropriate agreements with the Design-Builder. The Owner may designate specific persons from whom, or entities from which, the Design-Builder shall obtain bids in addition to the Design-Builder's public bid advertisement. The Design-Builder shall obtain publicly advertise the scopes-of-work for sealed bids, and obtain sealed bids from subcontractors, and from suppliers of materials or equipment fabricated especially for the Construction Work, who are qualified to perform that portion of the Construction Work in accordance with the requirements of the Design-Build Documents. The Design-Builder shall open the bids in the presence of the Owner, vet the bids received for completeness and accuracy of the scope, financial stability, and other legal criteria, and deliver such bids to the Owner with an indication as to which bids the Design-Builder intends to accept. The Owner then has the right to review the Design-Builder's list of proposed subcontractors and suppliers and, subject to Section 5.9.1.1, to object to any subcontractor or supplier. Any approval or objection by the Owner shall not relieve the Design-Builder of its responsibility to perform the Construction Work in accordance with the Design-Build Documents. The Design-Builder shall not be required to contract with anyone to whom the Design-Builder has reasonable objection.

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§ 5.9.2 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 a not-to-exceed amount and the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Design-Builder 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 Design-Builder in Article 9.

The Design-Builder 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 Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment. The site includes a fully operational college campus and the Design-Builder shall be diligent to provide safe egress and accessibility to the Owner and the public.

§ 5.12.1 The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. The Design-Builder shall require each Subcontractor to clean up their work areas on a daily basis, and in the event the Subcontractors do not comply, shall cause the clean up work to be done on their behalf and may back-charge the uncooperative Subcontractors for the clean up work. At completion of the Construction Work, the Design-Builder shall remove remaining waste

materials, rubbish, the Design-Builder's tools, construction equipment, machinery and surplus materials from and about the Project. Surplus materials in excess of five percent of what is necessary for the Work shall be credited back to the Owner in a Change Order.

The Design-Builder shall provide the Owner, the Design Criteria Professional, and its Separate Contractors and consultants with access to the Construction Work in preparation and progress wherever located. The Design-Builder shall notify the Owner and the Design Criteria Professional regarding Project safety criteria and programs, which the Owner, and its Separate Contractors and consultants, shall comply with while at the site.

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A Change Order is a written instrument signed, reviewed and accepted by the Design Criteria Professional and signed by the Owner and Design-Builder stating their agreement upon all of the following:

§ 6.3.1 A Change Directive is a written order signed, reviewed and accepted by the Design Criteria Professional and signed by the Owner directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or, if prior to execution of the Design-Build Amendment, the adjustment in the Design-Builder's compensation, Contract Time, or both. The Owner may by 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 or, if prior to execution of the Design-Build Amendment, the Design-Builder's compensation, or Contract Time, or both, shall be adjusted accordingly.

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§ 7.1.1. 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.

§ 7.1.2 The Owner shall render decisions in a timely manner and in accordance with the Design-Builder's schedule. ~~The Owner shall furnish to the Design-Builder, within 15 days after receipt of a written request, information necessary and relevant for the Design-Builder 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.~~

§ 7.1.6 Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner ~~shall~~ and the Design Criteria Professional shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder, including the Architect and Subcontractors.

§ 7.1.8 Visits to the site by the Owner and the Design Criteria Professional shall not be construed to create an obligation on the part of the Owner or the Design Criteria Professional to make on-site inspections to check the quality or quantity of the Work. The Owner and the Design Criteria Professional shall 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.

§ 7.1.9 The Owner and the Design Criteria Professional shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design-Build Documents. The Owner and the Design Criteria Professional shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 7.1.10 The Owner may and the Design Criteria Professional may reject Work that does not conform to the Design-Build Documents. The Owner may require inspection or testing of the Construction Work in accordance with Section 16.5.2, whether or not the Construction Work is fabricated, installed, or completed. However, neither this authority of the Owner 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 Owner to the Design-Builder.

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§ 7.1.12 The Owner acknowledges that accelerated or fast-track design and construction, or phased construction, provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Design-Builder to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Design-Build Documents, and costs for the Design-Builder to remove and replace previously installed Construction Work. If the Owner approves accelerated or fast-track design and construction, or phased construction, the Owner agrees to include in the budget for the Work sufficient contingencies to cover such costs. DELETED INTENTIONALLY

§ 7.2.3 The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project. DELETED INTENTIONALLY

§ 7.2.6 If the Owner or the Design Criteria Professional observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner ~~shall~~ and the Design Criteria Professional shall give prompt notice thereof to the Design-Builder.

§ 7.2.8 ~~Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner~~ The Design-Builder shall furnish the services of geotechnical engineers or other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations and provide copies of the reports to the Owner and the Design Criteria Professional.

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§ 7.2.10 ~~Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, The Design-Builder shall~~ furnish the services of other consultants when such services are reasonably necessary to properly carry out the Design Services furnished by the Design-Builder. In such event, the Design-Builder shall identify the services required and the cost shall be included in the Design-Builder's Guaranteed Maximum Price.

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Where the Contract Sum is based on a stipulated sum or Guaranteed Maximum Price, the Design-Builder shall submit a schedule of values to the Owner and the Design Criteria Professional prior to the first Application for Payment after execution of the Design-Build Amendment, allocating the entire Contract Sum to the 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 Owner and the Design Criteria Professional. This schedule, unless objected to by the Owner or the Design Criteria Professional, shall be used as a basis for reviewing the Design-Builder's Applications for Payment. Any changes to the schedule of values shall be submitted to the Owner and supported by such data to substantiate its accuracy as the Owner ~~may or~~ the Design Criteria Professional may require, and unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's subsequent Applications for Payment.

§ 9.2.1 ~~Where the Contract Sum is the Cost of the Work plus the Design-Builder's Fee without a Guaranteed Maximum Price, the Design-Builder shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Design-Builder's Fee.~~ DELETED INTENTIONALLY

§ 9.2.2 The Control Estimate shall include: DELETED INTENTIONALLY

- ~~1—The documents enumerated in Article 17, including all Modifications thereto;~~
- ~~2—A list of the assumptions made by the Design-Builder in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Design-Build Documents;~~
- ~~3—A statement of the estimated Cost of the Work organized by trade categories or systems and the Design-Builder's Fee;~~

- ~~4—A project schedule upon which the Control Estimate is based, indicating proposed architects, subcontractors, and consultants, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner's occupancy requirements, and the date of Substantial Completion; and~~
- ~~5—A list of any contingency amounts included in the Control Estimate for further development of design and construction.~~

~~§ 9.2.3 When the Control Estimate is acceptable to the Owner, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.~~

§ 9.2.3 DELETED INTENTIONALLY

§ 9.2.4 The Design-Builder shall develop and implement a detailed system of cost control that will provide the Owner with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the ~~Control Estimate~~Guaranteed Maximum Price with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner ~~and the Design Criteria Professional~~, in writing, no later than the Design-Builder's first Application for Payment and shall be revised and submitted with each Application for Payment.

~~§ 9.2.5 The Owner shall authorize the Design-Builder to prepare revisions to the Design-Build Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. Based upon the Owner's authorization, the Design-Builder shall revise the Design-Build Documents to incorporate the agreed-upon assumptions contained in the Control Estimate.~~DELETED INTENTIONALLY

§ 9.3.1 At least ten days before the date established for each progress payment, the Design-Builder shall submit to the Owner ~~and the Design Criteria Professional~~ an itemized Application for Payment for completed portions of the Work. The Application for Payment shall be notarized, ~~if required,~~ and supported by all data substantiating the Design-Builder's right to payment that the Owner ~~and the Design Criteria Professional~~ requires, such as copies of requisitions, and releases and waiver of liens from the Architect, Consultants, Subcontractors, and suppliers, and shall reflect retainage ~~if provided for in the Design-Build Documents.~~ Applications for Payment shall be completed on AIA Document Forms G702 and G703.

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§ 9.3.2 Unless otherwise provided in the Design-Build Documents, payments shall be made for services provided as well as materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner ~~and the Design Criteria Professional~~, 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 Design-Builder with procedures satisfactory to the Owner ~~and the Design Criteria Professional~~ 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 Design-Builder warrants that title to all Work, other than Instruments of Service, covered by an Application for Payment will pass to the Owner no later than the time of payment. Passage of title shall not, however, relieve Design-Builder from the obligation to protect, maintain and insure the materials until Final Completion. The Design-Builder 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 Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Design-Builder, Architect, Consultants, Subcontractors, suppliers, or any other persons or entities that provided labor, materials, and equipment relating to the Work.

The ~~Owner~~Owner's Design Criteria Professional shall, within seven days after receipt of the Design-Builder's Application for Payment, either (1) issue to ~~the Owner~~ the Design-Builder-a Builder's Certificate for Payment in the full amount of the Application for Payment; (2) issue to ~~the Owner~~ the Design-Builder-a Builder's Certificate for Payment for such amount the Owner determines is properly due, and notify the Design-Builder of the Owner's ~~or Design Criteria Professional'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 Design-Builder of the Owner's reason and Design Criteria Professional's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.5.1 The Owner and the Design Criteria Professional may withhold a Certificate for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's or the Design Criteria Professional's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner Design Criteria Professional is unable to certify payment in the amount of the Application for Payment, the Owner Design Criteria Professional will notify the Owner and the Design-Builder as provided in Section 9.4. If the Design-Builder, Design Criteria Professional, and Owner cannot agree on a revised amount, the Owner will promptly issue a Certificate for Payment for the amount that the Owner deems to be due and owing. The Owner 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 to protect the Owner from loss for which the Design-Builder is responsible because of

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§ 9.5.3 When the above reasons for withholding certification are removed, the Owner Design Criteria Professional and the Owner shall certify amounts previously withheld.

§ 9.6.1 After the Owner Design Criteria Professional has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Design-Build Documents.

§ 9.6.2 In taking action on the Design-Builder's Applications for Payment, the Design Criteria Professional and the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder, and such action shall not be deemed to be a representation that (1) the Design Criteria Professional or the

Owner has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 9.3.1 or other supporting data; (2) that the Design Criteria Professional or the Owner has made exhaustive or continuous on-site inspections; or (3) that the Owner Design Criteria Professional or the Owner has made examinations to ascertain how or for what purposes the Design-Builder 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's auditors acting in the sole interest of the Owner.

§ 9.6.3 The Design-Builder shall pay each person or entity providing Work for the Design-Builder, no later than seven days after receipt of payment from the Owner. Payment shall be the amount to which the person or entity providing Work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the person or entity. The Design-Builder shall, by appropriate agreement with each person or entity providing Work for the Design-Builder, require each person or entity providing Work for the Design-Builder to make payments to subconsultants and subcontractors and material suppliers in a similar manner.

§ 9.6.6.1 Except with the Owner's prior written approval, the Design-Builder shall not make advance payments to suppliers for services, materials, or equipment.

§ 9.6.9 Design-Builder shall provide a payment bond. Provided the Owner has fulfilled its payment obligations under the Design-Build Documents, the Design-Builder 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 Architect, Consultant, Subcontractor, or any other person or entity providing Work for the Design-Builder. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Design-Builder. If approved by the applicable court, when required, the Design-Builder may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.8.1 Substantial Completion is the stage in the progress of the Construction Work when the Construction Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the

Owner can occupy or utilize the Construction Work for its intended use. The date of Substantial Completion is the date certified by the Owner ~~in~~ and the Design Criteria Professional in accordance with this Section 9.8.

§ 9.8.3 Upon receipt of the Design-Builder's list, the Owner ~~and the Design Criteria Professional~~ shall make an inspection to determine whether the Construction Work or designated portion thereof is substantially complete. If the Owner's ~~or the Design Criteria Professional's~~ inspection discloses any item, whether or not included on the Design-Builder's list, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Construction Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Owner ~~or the Design Criteria Professional~~. In such case, the Design-Builder shall then submit a request for another inspection by the Owner ~~and the Design Criteria Professional~~ to determine Substantial Completion. Inspection requests beyond the first will cause the Owner to incur additional expenses which shall be reimbursed by the Design-Builder to the Owner.

§ 9.8.5 When the Construction Work ~~or designated portion thereof~~ is substantially complete, the Design-Builder will prepare for the Owner's signature a Certificate of Substantial Completion that shall, upon the Owner's signature, establish the date of Substantial Completion; establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Construction Work, and insurance; and fix the time within which the Design-Builder shall finish all items on the list accompanying the Certificate. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Construction Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, ~~the Design Criteria Professional~~, and Design-Builder shall jointly inspect the area to be occupied, or portion of the Construction Work to be used, in order to determine and record the condition of the Construction Work.

- .3 terms of special warranties required by the Design-Build Documents; ~~or~~
- .4 audits performed by the Owner, if permitted by the Design-Build Documents, after final payment; ~~or~~
- .5 latent design or construction defects.

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§ 10.3.3 To the fullest extent permitted by law and without waiving the notice, limits, and protections as set forth in Section 768.28, Florida Statutes, whether brought in contract or tort, the Owner shall indemnify and hold harmless the Design-Builder, the Architect, Consultants, and Subcontractors, 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 Construction 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 Construction Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.5 The Design-Builder shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Design-Builder brings to the site and negligently handles, or (2) where the Design-Builder 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 ~~any~~ negligence on the part of the Design-Builder ~~or breach of the terms of this Contract~~, the Design-Builder is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Construction Work as required by the Design-Build Documents, the Owner shall reimburse the Design-Builder for all cost and expense thereby incurred.

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

§ 11.3 Waivers of Subrogation ~~DELETED INTENTIONALLY~~

~~§ 11.3.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) 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 this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, 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 construction of the Project, 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 Design-Builder 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 this 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 Design-Builder its just share of insurance proceeds received by the Owner, and by appropriate agreement the Design-Builder shall make payments to its consultants and Subcontractors in similar manner.~~

§ 12.2.1 Before Substantial Completion. The Design-Builder shall promptly correct Construction Work rejected by the Owner or the Design Criteria Professional or failing to conform to the requirements of the Design-Build Documents, discovered before Substantial Completion, and whether or not fabricated, installed, or completed. Costs of correcting such rejected Construction Work, including additional testing and inspections and the cost of uncovering and replacement, and compensation for any consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense and shall not result in a change in the Contract Time except as otherwise permitted in this Agreement.

§ 13.3 The Design-Builder grants to the Owner a nonexclusive license to use the Design-Builder's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering, and adding to the Project. The license granted in this Section 13.3 shall terminate only if (1) ~~the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1 or~~ (2) the Owner terminates this Agreement for convenience as provided in Section 14.1.5 and does not compensate the Design-Builder as required under Sections

14.1.6 and 14.1.7. The license granted under this section permits the Owner to authorize the Owner's consultants to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.1.5, solely and exclusively for use in performing services for the Project.

§ 13.3.1 In the event the Owner uses the Instruments of Service (1) for purposes inconsistent with Section 13.3, (2) after completion of the Project for purposes of altering or adding to the Project without retaining the authors of the Instruments of Service for such purposes, ~~(3) after the Owner terminates this Agreement for convenience, or (4) after the Design-Builder terminates this Agreement in accordance with Sections 14.1.1, 14.1.3, 14.1.4, or 14.2.1,~~ the Owner releases the Design-Builder from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Design-Builder from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 13.3.1. The terms of this Section 13.3.1 shall not apply if the Owner terminates this Agreement for cause under Section 14.1.4 or 14.2.2. The payment of a Termination Fee or Licensing Fee under Section 14.1.7 shall not relieve the Owner of the release or indemnity obligations of this Section 13.3.1.

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§ 13.3.2 The Design-Builder shall obtain non-exclusive licenses from the Architect, Consultants, and Subcontractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 13. The Design-Builder's licenses from the Architect and its Consultants and Subcontractors shall also allow the Owner, in the event this Agreement is terminated for any reason other than the default of the Owner ~~or in the event the Design-Builder's Architect, Consultants, or Subcontractors terminate their agreements with the Design-Builder for cause,~~ to obtain a non-exclusive license solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, ~~provided that the Owner (1) agrees to pay to the Architect, Consultant or Subcontractor all amounts due, and (2) provides the Architect, Consultant or Subcontractor with the Owner's written agreement to indemnify and hold harmless the Architect, Consultant, or Subcontractor from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's alteration or use of the Instruments of Service.~~

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§ 14.2.1.3 If one of the reasons described in Section 14.2.1.1 or 14.2.1.2 exists, the Design-Builder may, upon seven days' notice to the Owner, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, or the Design-Builder's Fee on Work not executed if the Contract Sum is based upon the Cost of the Work plus a Fee with or without a Guaranteed Maximum Price, and costs incurred by reason of such termination.

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§ 14.2.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Design-Builder for: Work properly executed; ~~Termination and Licensing Fees set forth in Section 14.1.7; and any other costs, to the extent not previously paid, and direct costs necessarily incurred by reason of the such termination, including costs attributable to termination of Subcontracts. Under no circumstance shall the Design-Builder be entitled to claim any special or consequential damages, including loss of anticipated overhead and profit on work not performed, which claim is hereby expressly waived by the Design-Builder.~~

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§ 15.2.1.1 If the parties select Meet and Confer as the initial method of dispute resolution, the Owner and Design-Builder shall endeavor to resolve Claims subject to the meet and confer session. The meet and confer session shall be attended by representatives who have the authority to bind the Owner and Design-Builder. The Owner or Design-Builder may request senior representatives from the ~~Architect~~ Design Criteria Professional, Architect, Subcontractors, or other interested parties to attend the meet and confer session. The meet and confer session shall take place within thirty (30) days after a request by either party to this Agreement unless the parties mutually agree otherwise.

§ 15.4 Arbitration~~DELETED INTENTIONALLY~~

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in Section 1.3, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations or statute of repose. For statute of limitations or statute of repose purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

§ 15.4.3 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either Party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the Party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Design-Builder grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Design-Builder under this Agreement.

§ 15.5 The provisions of this Article 15 shall survive the termination of this Agreement.

The Contract shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~ Venue will be solely in Lake County, Florida.

§ 16.3 The Design-Builder, Architect, Consultants, Subcontractors, or their agents, or any other persons or entities performing portions of the Work, shall have the right to include video, photographic, or artistic representations of the design of the Project among their respective promotional and professional materials. The Design-Builder, Architect, Consultants, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work, shall be given reasonable access to the completed Project to make such representations. However, such material shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Design-Builder in writing of the specific information considered by the Owner to be

confidential or proprietary. The Owner ~~shall~~ and the Design-Builder ~~shall~~ provide professional credit for the Design-Builder, Architect, Consultants, Subcontractors, the Design Criteria Professional, or their agents or employees, or any other persons or entities performing portions of the Work, in the Owner's and the Design Criteria Professional's promotional materials for the Project. This Section 16.3 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 14.2.2.

§ 16.6 Confidential Information Public Records

§ 16.6.1 If the ~~The~~ Design-Builder, or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 16.6.2 in addition to other contract requirements provided by law, must comply with the public records laws, including the provisions of Chapter 119, Florida Statutes and Section 119.0701, Florida Statutes. The obligations in this Section 16.6 shall survive the termination of this Agreement.

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§ 16.6.2 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, contractors, or subcontractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants, contractors, and subcontractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 16.6. In the event either party knows or reasonably believes that "confidential" or "business proprietary" information received from the other party has been subject to any circumstance where the security, integrity, or confidentiality of any of the "confidential" or "business proprietary" information has been compromised, damaged, lost, corrupted, destroyed, or the "confidential" or "business proprietary" information has been accessed, acquired, modified, used, disclosed, or rendered inaccessible, by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose, the party experiencing the breach will provide written notice to the other party as soon as reasonably possible after it becomes aware of any breach. DELETED INTENTIONALLY

§ 16.6.3 "Confidential" or "business proprietary" information shall not include information: DELETED INTENTIONALLY

1. in the public domain, or which later enters the public domain, through no action on the receiving party's part in violation of this Agreement;
2. already in the receiving party's possession and not marked as "confidential" or "business proprietary" when received;
3. obtained by the receiving party on a non-confidential basis from a third party not known by the receiving party to be under an obligation of confidentiality; or
4. that is independently developed by the receiving party without access to, or use of, any "confidential" or "business proprietary" information;
6. The Design Criteria Package (Drawings, Project Manual/Specifications) as prepared by the Design Criteria Professional dated June 25, 2026.

Variable Information

PAGE 1

AGREEMENT made as of the Seventh day of August in the year Two Thousand Twenty-Six

Lake-Sumter State College District Board of Trustees

9501 U.S. Highway 441
Leesburg, FL 34788

352.365.3525

Nicholas & Associates, Inc. _____

1001 Feehanville Drive

Mount Prospect, IL 60056

109 N. Brush Street, Suite 100

Tampa, FL 33602

Ph: 813.445.5655 _____

Lake-Sumter State College Workforce Development Center Design-Build RFQ# 26-04

9501 US-441
Leesburg, FL 34788

PAGE 2

The Owner's program is established by the Design Criteria Package as prepared by the Design Criteria Professional (DCP) dated June 25, 2026.

PAGE 3

The Owner's requirements are established by the Design Criteria Package as prepared by the DCP dated June 25, 2026.

The Project's physical characteristics are established by the Design Criteria Package as prepared by the DCP dated June 25, 2026.

The Design-Builder (DB) shall follow a sustainable rating systems' requirements to potentially achieve a Green Building Initiative (GBI) Two-Green Globes rating, but the Owner does not require that the Project be registered nor obtain a sustainable rating system certification as described in the Design Criteria Package prepared by the DCP dated June 25, 2026.

The Design-Builder and their Architect and Engineer(s) of Record (AEOR) shall produce the construction drawings in Forma-Autodesk Revit 2026 building information modeling software (BIM) and provide the final editable BIM Model (.rvt file format) to the Owner with other close-out documentation for the Owner's future use for this Project only. The Owner's DCP will provide the RFQ# BIM Model in the same format to the Design-Builder and their AEOR for completion of the construction drawings upon receipt of the DCP's Digital File Release Form as included in the Design Criteria Package.

The Owner's Budget for the Work shall not exceed \$16,000,000. Total Project Design-Build Cost and Guaranteed Maximum Price (GMP) including all pre-construction services, design, reimbursable expenses, and construction shall not exceed Sixteen Million Dollars (\$16,000,000.00). The GMP will not include moveable furniture and equipment, or data and communications equipment and devices unless specifically described/intended in the Design Criteria Package dated June 25, 2026. The GMP will include, but not be limited to, all: fixed equipment; conduit, boxes and structured cabling; and other elements as intended in the Design Criteria Package dated June 25, 2026.

Total compensation shall be based upon the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner in the Design-Build Amendment. The GMP total amount shall not exceed Sixteen-Million Dollars (\$16,000,000.00) including the performance of Work prior to execution of the Design-Build Amendment and all reimbursable expenses. The DB's General Conditions Costs shall not exceed ten percent (10%) of the Cost of the Work. The DB's profit and overhead amount shall not exceed ten percent (10%) of the Cost of the Work. For changes in the Work, the Subcontractor's profit and overhead and the DB's profit and overhead shall not exceed fifteen percent (15%) in combined total. The total cost for professional Architectural and Engineering services shall not exceed Nine-Hundred-Fifty-Thousand Dollars (\$950,000.00).

PAGE 4

Refer to the Project Schedule included in the Design Criteria Package dated June 8, 2026 v2.

N/A

Refer to the Design Criteria Package dated June 25, 2026.

The DB may provide a fast-track schedule as described in Paragraph 1.1.7 above.

Thom Kieft, Vice-President, Facilities Planning and Operations
Lake-Sumter State College

9501 U.S. Highway 441
Leesburg, FL 34788

352.536.2150

Kieft@LSSC.EDU

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N/A

N/A

None known at the time of the execution of the Design-Build Agreement.

Brian Miller

Director of Operations

109 N. Brush Street, Suite 100

Tampa, FL 33602

O: 813.445.5655

C: 813.610.1181

FL CGC1533704

Architect of Record:

Open Workshop for Architecture (OWA)

Fadi Garcia, AIA

109 N. Brush Street, Suite 160

Tampa, FL 33602

C: 813.760.1650

Civil Engineer:

CAGE

PAGE 6

Tim Roane, P.E.

19790 Wellen Park Blvd., Suite 204

Venice, FL 34293

O: 630.598.0007

Landscape Architecture:

Evergreen Design Group

Mary Bates, FASLA

O: 800.680.6630 x8

Structural Engineer:

BEC Structures, LLC

Bradford Bishop, P.E.

891 Royalwood Lane

Oviedo, FL

O: 407.622.2477

Building Systems (MEP/FP/IT):

Emerald Engineering, Inc.

9942 Currie Davis Drive

Tampa, FL 33619

O: 813.995.0300

Subcontractors:

As listed in Nicholas & Associates RFQ response Exhibit C, List of Subcontractors.

- ☒ Subject to a Meet and Confer obligation in accordance with Section 15.2.1.
- ☒ Litigation in a court of competent jurisdiction

PAGE 8

For the Owner:

Thom Kieft, Vice President, Facilities Planning and Operations
9501 US-441
Leesburg, FL 34788
352.536.2150
Kieft@LSSC.EDU

For the Design-Builder:

Brian Miller

Director of Operations

bmill@nicholasquality.com

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The compensation for Pre-Construction Services is To Be Determined. However, the Preconstruction Services fee and reimbursable expenses shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00).

To be determined and shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00).

§ 2.1.3.2 For Reimbursable Expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect, Consultants, and Subcontractors incurred, plus Ten percent (10.00 %) of the expenses incurred.

- .4** services necessitated by a failure to complete the services under Article 4 within Six (6) months of the date of this Agreement through no fault of the Design-Builder.

Compensation shall be based on the hourly rate schedule included in the Design-Builder's Amendment as agreed upon by the Owner and the DCP and shall be included in the Design-Builder's Guaranteed Maximum Price (GMP) as accepted by the Owner and shall not exceed Sixteen-Million Dollars (\$16,000,000.00).

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§ 2.1.5.1.1 Amounts unpaid Sixty (60) 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 Design-Builder.

2.00 % per month

For Substantial Completion: One-Thousand-Five-Hundred Dollars (\$1,500.00) per calendar day.

For Final Completion: Seven-Hundred-Fifty Dollars (\$750.00) per calendar day.

For Substantial Completion: Liquidated Damages shall commence the first calendar day following the Substantial Completion date established by the Contract.

For Final Completion: Liquidated Damages shall commence on the Thirty-First (31st) calendar day following the approved Substantial Completion date.

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N/A

Allowing the Design-Builder to continue and/or complete all or any part of the Work after time fixed for Substantial Completion shall in no way constitute a waiver on the part of the Owner of any of Owner's rights under the Contract including the right to impose Liquidated Damages. Substantial Completion and Final Completion Liquidated Damages amounts per calendar day are fixed and agreed upon by and between the Design-Builder and the Owner because at the time of entering this Contract actual damages that the Owner will sustain cannot be readily ascertained. The Owner will suffer financial damage if the Project is not substantially completed and finally completed on the dates set forth in the Contract Documents. Therefore, it is agreed that the liquidated damages amount per calendar day is adequate to cover damages which the Owner will sustain by reason of the inconvenience, loss of use, loss of monies, and additional costs of contract administration by the Design Criteria Professional and Owner. Liquidated damages are not being imposed as a penalty. The parties agree that the sums provided for as liquidated damages are not so grossly disproportionate to the damages that might be reasonably expected to be incurred by Owner from a breach of the contract.

PAGE 14

.11 A preliminary list of recommended value-enhancing options with related potential cost and time impacts.

PAGE 17

The Design Criteria Professional.

PAGE 31

2.0 % Two Percent per month

PAGE 36

None.

None.

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DRAFT

AIA Document A141® – 2024 Exhibit A

Insurance and Bonds

This Exhibit dated the Seventh day of August in the year Two-Thousand-Twenty-Six (the "Exhibit") is incorporated into AIA Document A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the Seventh day of August in the year Two Thousand Twenty-Six (the "Agreement").
(In words, indicate day, month, and year.)

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

Lake-Sumter State College Workforce Development Center Design-Build Project
RFQu 26-04
9501 US-441
Leesburg, FL 34788

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

The District Board of Trustees of Lake-Sumter State College
9501 US-441
Leesburg, FL 34788

THE DESIGN-BUILDER:
(Name, legal status, and address)

Nicholas & Associates, Inc.
1001 Feehanville Drive
Mount Prospect, IL 60056

109 N. Brush Street, Suite 100
Tampa, FL 33602
Ph: 813.445.5655

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Design-Builder shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term Agreement refers to AIA Document A141®–2024, Standard Form of Agreement between Owner and Design-Builder for a Traditional Design-Build Project.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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 A141®–2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project. Article 11 of A141–2024 contains additional insurance provisions.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

The Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2.

§ A.2.2 Liability Insurance

Prior to commencement of the Work, the Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Design-Builder's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

N/A

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Construction Work set forth in Section 12.2.2 of the Agreement.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Design-Builder shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Construction Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Design-Builder shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Construction Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, "all-risks" property insurance, on a replacement cost basis, if commercially available, or otherwise on an actual cost value basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1.1, notwithstanding the undertaking of the Construction Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Design-Builder shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☒ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☒ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☒ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☒ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☒ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as building permits, additional interest on loans, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ A.2.5.1 Cyber Security Insurance** for first party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy, and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions.
(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

[] § A.2.5.2 Other Insurance

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

Coverage

Limits

ARTICLE A.3 DESIGN-BUILDER'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 **Certificates of Insurance.** The Design-Builder shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.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 A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Design-Builder's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 **Deductibles and Self-Insured Retentions.** The Design-Builder shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Design-Builder.

§ A.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Design-Builder shall cause the commercial general liability coverage to include (1) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions during the Design-Builder's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Design-Builder's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of 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.

§ A.3.2 Design-Builder's Required Insurance Coverage

§ A.3.2.1 Prior to commencement of the Work, the Design-Builder shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain insurance for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of Two Million Dollars and Zero Cents (\$ 2,000,000.00) each occurrence, Four Million Dollars and Zero Cents (\$ 4,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) 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 Design-Builder's indemnity obligations under Section 3.1.14 of the Agreement.

§ A.3.2.2.2 The Design-Builder's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- 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 Design-Builder's Construction Work arising out of the products-completed operations hazard where the damaged Construction Work or the Construction 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 3.1.14 of the Agreement 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 Construction Work is to be performed on such a project.
 - .8 Claims related to roofing, if the Construction Work involves roofing.
 - .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco, or similar exterior coatings or surfaces, if the Construction Work involves such coatings or surfaces.
 - .10 Claims related to earth subsidence or movement.
 - .11 Claims related to explosion, collapse, and underground hazards, where the Construction Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Design-Builder 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 Section A.3.2.2 and A.3.2.3, 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.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

§ A.3.2.9 Cyber Security Insurance for first- and third-party loss due to data security and privacy breach, including coverage of losses for business interruption, cyber-extortion, breach of privacy and identity theft. The Cyber Security Insurance coverage shall include costs of notifying affected parties, credit monitoring, recovery of compromised data, and forensic investigation of the potential or actual breach. The Cyber Security Insurance shall be subject to the following limits of coverage and other conditions:

(State applicable limits of coverage, including aggregate limits and sub-limits, and other conditions.)

Cyber Security insurance with policy limits of \$500,000.00 per claim and \$1,000,000.00 in the aggregate.

§ A.3.2.10 DELETED INTENTIONALLY

§ A.3.2.11 DELETED INTENTIONALLY

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per

claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

§ A.3.3 Design-Builder's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below:

(If the Design-Builder is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

§ A.3.3.2 The Design-Builder shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

(Select the types of insurance the Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☒ **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the Agreement unless otherwise set forth below:
(Where the Design-Builder's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the Agreement, indicate the responsible party below.)
- ☐ **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of (\$) per claim and (\$) in the aggregate, for Construction Work within fifty (50) feet of railroad property.
- ☐ **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☒ **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☒ **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder and used on the Project, including scaffolding and other equipment.
- ☐ **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Design-Builder and any applicable limits.)

Coverage

Limits

§ A.3.4 Insurance Coverage Required of Design-Builder's Architect, Consultants, and Subcontractors

The Design-Builder shall require the Architect, Consultants, and Subcontractors to purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Design-Builder shall obligate the Architect, Consultants, and

Subcontractors to maintain the required insurance until the expiration of the period for correction of the Construction Work as set forth in Section 12.2.2 of the Agreement, unless a different duration is stated below.

(List below the types of insurance required of the Design-Builder's Architect, Consultants, and Subcontractors and any applicable limits. In addition, if the Design-Builder is to obligate the Architect, Consultants, or Subcontractors to maintain any of the types of insurance indicated below for a duration other than the expiration of the period for correction of the Construction Work, state the duration.)

Architect and Professional Consultants shall obtain and pay for the following insurance policies:

1. Professional Liability Insurance Policy - \$1,000,000.00 per claim and \$2,000,000.00 coverage in the aggregate.
- 2.

§ A.3.5 Performance Bond and Payment Bond

The Design-Builder 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:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

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 A.4 SPECIAL TERMS AND CONDITIONS

§ A.4.1 The Owner and Design-Builder waive all rights against (1) each other and any of their consultants, subcontractors, sub-subcontractors, agents, and employees, each of the other; and (2) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for losses to the extent those losses are covered by cyber-insurance required by this Agreement, except such rights as they have to proceeds of such insurance. The Owner or Design-Builder, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Separate Contractors, consultants, subcontractors, and sub-subcontractors.

§ A.4.2 Other special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A141® – 2024 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:04:25 CDT on 08/09/2026.

Changes to original AIA text

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Coverage

Sub-Limit

N/A

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the ~~Owner~~Design-Builder shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.3 Insurance for Existing StructuresStructures

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The ~~Owner~~Design-Builder shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the ~~Owner~~Design-Builder is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- [☒] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; ~~leasing and marketing expenses~~; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as ~~property taxes~~, building permits, additional interest on loans, ~~realty taxes~~, and insurance premiums over and above normal expenses.

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§ A.3.2.10 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Construction Work involves hazards arising from work on or near navigable waterways, including vessels and docks. ~~DELETED~~
INTENTIONALLY

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Construction Work requires such activities, with policy limits of (\$ -) per claim and (\$ -) in the aggregate. ~~DELETED~~
INTENTIONALLY

Variable Information

PAGE 1

This Exhibit dated the Seventh day of August in the year Two-Thousand-Twenty-Six (the "Exhibit") is incorporated into AIA Document A141®-2024, Standard Form of Agreement Between Owner and Design-Builder for a Traditional Design-Build Project dated the Seventh day of August in the year Two Thousand Twenty-Six (the "Agreement").

Lake-Sumter State College Workforce Development Center Design-Build Project RFQ# 26-04

9501 US-441
Leesburg, FL 34788

The District Board of Trustees of Lake-Sumter State College

9501 US-441
Leesburg, FL 34788

Nicholas & Associates, Inc.

1001 Feehanville Drive

Mount Prospect, IL 60056

109 N. Brush Street, Suite 100

Tampa, FL 33602

Ph: 813.445.5655

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- ☒ **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☒ **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☒ **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☒ **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☒ **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Construction Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; ~~leasing and marketing expenses~~; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as ~~property taxes~~; building permits, additional interest on loans, ~~realty taxes~~, and insurance premiums over and above normal expenses.

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§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of Two Million Dollars and Zero Cents (\$ 2,000,000.00) each occurrence, Four Million Dollars and Zero Cents (\$ 4,000,000.00) general aggregate, and Two Million Dollars and Zero Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Design-Builder, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.6 Employers' Liability with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) each accident, One Million Dollars and Zero Cents (\$ 1,000,000.00) each employee, and One Million Dollars and Zero Cents (\$ 1,000,000.00) policy limit.

§ A.3.2.7 Professional Liability insurance covering performance of professional services, with policy limits of One Million Dollars and Zero Cents (\$ 1,000,000.00) per claim and Two Million Dollars and Zero Cents (\$ 2,000,000.00) in the aggregate. The Professional Liability insurance shall be effective from the earliest date that the design services of the Design-Builder, the Architect, or Consultants commenced for the Project until completion of the period for correction of the Construction Work. The coverage required by this Section is in addition to any professional liability coverage the Design-Builder requires of the Architect, Consultants, or Subcontractors.

§ A.3.2.8 Pollution Liability insurance with policy limits of Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate covering the transportation, dissemination, use, or release of pollutants.

Cyber Security insurance with policy limits of \$500,000.00 per claim and \$1,000,000.00 in the aggregate.

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§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, including drones, if the Construction Work requires such activities, with policy limits of Five Hundred Thousand Dollars and Zero Cents (\$ 500,000.00) per claim and One Million Dollars and Zero Cents (\$ 1,000,000.00) in the aggregate.

[X] § A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this Section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Design-Builder shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Design-Builder shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Design-Builder shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the Agreement unless otherwise set forth below:

[X] § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Design-Builder and used on the Project, including scaffolding and other equipment.

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Architect and Professional Consultants shall obtain and pay for the following insurance policies:

1. Professional Liability Insurance Policy - \$1,000,000.00 per claim and \$2,000,000.00 coverage in the aggregate.

2.

