



April 11, 2018

Attn: Perspective Bidder

RE: Request for Proposal for Site Development Contracting Services

Project: CR 455 Hartle Road & Clermont CAP Utilities

Location: Hartle Road Clermont, FL

Your company is invited to provide a written line item proposal based on the attached "Bid Package Instruction to Bidders". **Proposals must be submitted by 2:00 P.M., Monday, May 7, 2018, to the offices of Booth, Ern, Straughan, & Hiott, Inc. (BESH) at 902 North Sinclair Ave., Tavares, FL, 32778. Proposals shall be in a sealed envelope and contain one (1) hard copy and one (1) electronic copy in pdf format on either a cd or thumb drive. Please include with your Bid Proposal a proposed schedule. Proposals submitted without a detailed work schedule with milestones will be rejected.** Mattamy Homes reserves the right to reject any or all of the submitted proposals.

Bidders are to submit pricing using the Excel bid form provided with this package. Provide quantities and unit pricing for each item as listed. Green cells shown below the various categories are for bidders to add items that they feel are necessary but not contained within the specified items. It is also available for value engineering ideas and suggestions. Bidders are instructed not to change the order of the form, insert or delete any items shown. Bidders are responsible to verify all formulas for calculating the total bid for submission.

As a testament, all bidders must sign each page of this document and return with their proposal. Failure to comply may be grounds for disqualification of bidder's proposal.

Be advised that Mattamy Homes has a corporate policy that requires all work be subject to a competitive bid process and will solicit bids from other subcontractors. This request for proposal does not obligate Mattamy Homes to proceed with the work, to proceed with any particular consultant, or to necessarily take the lowest bid. Contractor is not authorized to proceed with the work until an official "Award Letter" and subsequent contract addendum is received. Contractor must also be under a Master Land Development Agreement (MLDA) and Authorization Agreement, and be compliant with EBIX to be authorized to proceed with any work. Also, please note expanded or revised scopes of work need to be pre-approved in writing.

Thank you in advance and I look forward to receiving your proposal. Please feel free to contact me with any questions.

Sincerely,

Michael Rainer

Michael Rainer
Land Project Manager, Orlando Division

Email: mike.rainer@mattamycorp.com
Direct Line: 407.599.2228 Extension 204
Cell: 540.905.5197



Mattamy Homes

**Orlando Division
REQUEST FOR PROPOSAL
Development Services
for**

CR 455 Hartle Road

Site development contracting services including, but not limited to, safety and environmental compliance; installation and management of site grading, storm water management system, concrete curb/gutter, paving and retaining walls; billing approvals; and final acceptance.

BID FORM – TABULATION OF ESTIMATED QUANTITIES

CR 455/HARTLE ROAD PHASE 1 AND 2

SUMMARY OF BIDS

<u>CR 455/HARTLE ROAD</u>	<u>AMOUNT OF BID</u>	<u>CALENDAR DAYS TO COMPLETE</u>
CR 455/HARTLE RD PH. 1		
CR 455/HARTLE RD. PH 2		
TOTAL LUMP SUM BID (FIGURES):		
TOTAL LUMP SUM BID (WORDS):		
TOTAL NUMBER OF CALENDAR DAYS TO COMPLETE:		

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SECTION 1 – PROJECT TEAM

PROJECT: CR 455 Hartle Road

JOBSITE ADDRESS: Clermont, FL

MANAGER: Mattamy Homes LLC.
Land Project Manager – Michael T. Rainer
Phone: (540) 905-5197
Email: mike.rainer@mattamycorp.com

ENGINEER: BESH Engineering
902 N. Sinclair Ave.
Tavares, FL 32778

Duane K. Booth, P.E. Brad D. Bublitz, E.I.
Engineer of Record Project Engineer
(352) 343-8481 (352) 636-3588
duanebooth@besandh.com bbublitz@besandh.com

MUNICIPALITY: Lake County
City of Clermont

END OF SECTION 1 – PROJECT TEAM

SECTION 2 – INSTRUCTIONS TO BIDDERS

1. MANDATORY PRE-BID CONFERENCE NOTICE

There will be a MANDATORY Pre-Bid Conference to be conducted at the Date, Time, and Place indicated below:

DATE: APRIL 26TH., 2018

TIME: 2:00 P.M.

LOCATION: Lake County Emergency Communications and Operations Center (ECOC)
Training Rooms A & B, 2nd. Floor
425 West Alfred Street
Tavares, FL 32778
Please park across the street in the eight (8) story parking garage.

2. Project Description

The CR 455 (Hartle Road) Extension project is located in the City of Clermont and shall consist of constructing two lanes of an ultimate four lane divided, urban roadway with curb and gutter, 8 foot sidewalk, and 5 foot sidewalk. This project will include the milling and resurfacing of a section of existing CR 455 and re-grading of existing retention areas. Other work associated with this project shall include: storm pipe and structure installation, retention pond excavation, swale construction, retaining wall, mass grading of the future two lanes, installing conduit and pull boxes, thermoplastic striping, signage, sodding, and other miscellaneous construction. In conjunction with the roadway project, there is a City of Clermont Waterbrook Capital Utilities Project that will be constructed within the right of way and in utility easements along CR 455.

3. DRAWINGS

- Final Submittal or Approved Improvement Plans Titled: **CONTRACT PLANS CR 455 EXTENSION, STAMPED APPROVED LAKE COUNTY PUBLIC WORKS DEPARTMENT, DATED 03-28-2017.**
- Final Submittal or Approved Plans Titled: **CONTRACT PLANS CR 455 EXTENSION SIGNING & PAVEMENT MARKING PLANS, STAMPED APPROVED LAKE COUNTY PUBLIC WORKS DEPARTMENT, DATED 03-28-2017.**
- NOTE: Plans, specifications and bid forms may be obtained from the Booth, Ern, Straughan, & Hiott, Inc., FTP site, instructions for obtaining documents:

Go to www.besandh.com

Click on Client Login

Username: HartleRd (case sensitive)

Password: hartleroad (case sensitive)

Note: Please read disclaimer on website for using the correct internet provider for accessing the ftp site.

4. BID SPECIFICATIONS

- BESH Stormwater Report dated July 2016
- Universal Engineering Sciences Geotechnical Exploration Report No. 1322745, dated March 31, 2016.
- SJRWMD Permit 146904-1, dated August 24, 2016
- Lake County, Florida Transportation Planning, Design, and Construction Standards (Latest Edition)

- FDOT Standards and Specifications for Road and Bridge Construction FY 2016, FDOT Design Standards FY 2016
- FEMA Flood Guidelines (Latest Edition)
- Florida Department of Environmental Protection (FDEP) Uniform Standards for Water and Waste Water design and installation (Latest Edition)
- NPDES – Per State of Florida BMP Manual

5. PROJECT SCHEDULE

As a component of the bid package, Contractor shall provide a listing of activities, crew day durations, and activity costs for the development of the construction schedule. Completion dates shall include delivering as-built information to the Engineer of Record for review and approval.

6. PREPARATION OF BID

Sealed bids will be received by the office of Booth, Ern, Straughan, & Hiott, Inc. (BESH), on behalf of Mattamy Homes, until 2:00 p.m. on May 7th, 2018.

Bids shall be enclosed in a sealed envelope clearly marked “SEALED BID FOR CR 455 EXTENSION”, and mailed or hand delivered to:

BESH, 902 North Sinclair Ave., Tavares, FL 32778

All bids shall be received not later than the date and time specified above, at which time they will be publicly opened and read aloud at the office of BESH. A bid will NOT be considered for award if received at BESH office after the official opening date and time.

Contractor shall use the provided cost estimate spreadsheet and provide a schedule in Microsoft Project format with a Gant chart.

7. RIGHT TO REJECT BIDS

Mattamy Homes reserves the right to reject any or all bids, to waive informalities and irregularities, and to accept any bid considered advantageous to Mattamy Homes without regard to whether it is the lowest. Bids will be accepted only from Bidders who have been pre-qualified by Mattamy Homes.

Mattamy Homes also reserves the right to award the CR 455 Extension Project and the City of Clermont Waterbrooke Capital Utilities Project to same Contractor or different Contractors.

8. BIDDER'S RESPONSIBILITIES

Subcontractors that have been invited to bid on this work shall familiarize themselves with all Instructions, Special and General Requirements, Specifications, Agreements, Drawings, Project Site, Project Site Data... etc., as the successful bidder shall be held responsible to comply fully therewith.

Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of current site conditions, a thorough review of all plans to be constructed, and specifications including items within plan Addenda(s). Mattamy Homes assumes no responsibility as to the completeness of the items listed in the proposal. Once bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the quantity of work or of the nature of the work to be done as future change orders will not be accepted based on this premise.

The contract documents contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of Mattamy Homes, Architect, or Engineer or any other person shall not affect the risks or obligations assumed by the Bidder or relieve them from fulfilling any of the conditions of the Contract.

Permitting - The Contractor shall cooperate with municipal permitting officials and authorities at all times. The Contractor shall make application to obtain all local permits that are required for the performance of work including, but not limited to, septic removal, power pole removal, arbor permit, NPDES, MOT, well abandonment, retaining walls and perimeter fencing. Contractor has a continuing obligation throughout the term of the contract to conduct his operations under duly issued permits and, in the event Contractor loses or has a permit revoked, contractor must take immediate steps to apply for and receive another permit. **Contractor shall be responsible for payment of all fees to produce municipal permits. These fees shall be included in Contractor's proposal.**

Compliance with Laws - In the execution of the contract documents and the work, the Contractor shall comply with all applicable Local, State and Federal laws, including but not limited to, laws governing labor, equal employment opportunity, safety, environmental protection and prevailing wage rates. The Contractor shall be familiar with and at all times shall observe and comply with all Federal, State and Local laws, ordinances and regulations which in any manner affect the conduct of work. Contractor shall indemnify and hold harmless Mattamy Homes and its official representatives against any claim arising from violation of any such law, ordinance/regulation of all subcontractors and employees. Except where expressly required otherwise by applicable laws and regulations, neither Owner nor the Architect/Engineer shall be responsible for monitoring Contractor's compliance with any laws or regulations.

Existing Conditions – Contractors shall verify existing site topography at completion of clearing operations to clarify the correct datum and accurate topography is being use for assumptions pertaining to earthwork calculations. Please note that the CR 455 Extension Project utilized NAVD 1988 datum. If contractor chooses not to verify the topography, they assume any associated risk. If Contractor determines there may be an error or discrepancy in elevations, they must inform Mattamy Homes immediately (e.g. at the completion of clearing operations) in writing of issues that may affect the project's constructability.

Discrepancies and Omissions in Drawings and Specifications - If in the course of the bid process and/or performance of the obligations the Contractor discovers any errors, omissions or inconsistencies in the contract documents, the Contractor shall promptly report them to the Mattamy Homes in writing. It is recognized, however, that the Contractor is not acting in the capacity of a licensed design professional, and that the Contractor's examination is to facilitate construction and does not create an affirmative responsibility to detect errors, omissions or inconsistencies or to ascertain compliance with applicable laws, building codes or regulations. Contractor has no liability for errors, omissions, or inconsistencies, unless the Contractor knowingly failed to report a recognized problem to the owner. If, however, the Contractor fails to perform the examination and reporting obligations of these provisions, the Contractor shall be responsible for any avoidable costs or direct damages. Mattamy Homes shall develop a solution and provide it to Contractor. If the solution prompts changes to the contract sum or contract time, the contract shall be equitably adjusted.

Any construction items or quantities reflected in the permitting documents, if any, required for this project are provided only for the purpose of enabling permitting authorities to asses the probable impact of the project, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes. It is the Contractor's responsibility to verify all quantities.

Completion on Time - Work completed per schedule / on time by the Contractor will be awarded the value of said contract. Expedited schedules and/or performance awards may be negotiated at the time of contract.

9. CHANGES WHILE BIDDING

During the bidding period, Bidders may be furnished addenda for additions or alterations to the plans or specifications. Such addenda or bulletins shall be considered a part of the contract documents and any work required thereunder shall be included in the work covered by the proposal.

Any clarification desired by a Bidder regarding the meaning and interpretation of the contract documents or Instructions to Bidders must be submitted in writing to BESH Engineering (bbublitz@besandh.com), at least four (4) calendar days prior to the bid date. There will only be an issuance of one (1) addendum per week during the bidding process. This addendum will be issued on Friday and will address only those questions received by Thursday at 5:00 pm. Any questions received after Thursday at 5:00 pm will be covered in the following weeks addendum. Clarifications will be provided to all plan holders of record in the form of an addendum. Receipt of addenda must be acknowledged on the bid form, and it is the responsibility of each Bidder to check with Mattamy Homes prior to submitting his bid to see what addenda have been issued. No oral explanations or instructions will be made to any bidder as to the meaning of the Specifications or any other Contract Document. Every request for such interpretations must be made as described above.

10. BID BREAKDOWN

The successful Bidder will be required to provide a detailed unit cost breakdown for progress billing purposes using the provided bid form. This shall be Exhibit 3 of the Authorization Agreement.

11. PERFORMANCE & PAYMENT BONDS

The proposed work requires performance and maintenance bonds, the contractor shall include them in the bid with any associated fees.

12. CONDITIONS AFFECTING THE WORK

Bidders shall be responsible for a site visit and take such other steps as may be reasonably necessary to ascertain the nature and the location of the work, and the general and local conditions which can affect the work or the cost thereof. Failure to do so will not relieve Bidders from the responsibility of properly estimating the difficulty or cost of successfully performing the work. Other visits to the site must be coordinated through Mattamy Homes. Unless otherwise stated, quantities shown on any drawings are not verified and each Bidder shall be responsible for calculating their own quantities.

13. BID CATEGORY REVIEW

All Bidders are encouraged to review bid instructions for bid categories related to and/or affecting the category(s) for which they are submitting their bid(s) to better acquaint themselves with any conditions and/or factors which might affect the bid

14. BID CONTENT

Contractors bidding the work shall include in their quotation the Terms and Conditions required in the Mattamy Homes Boiler Plate Agreement , that have been included with this bid package. The construction standards specify subcontract agreement requirements, provisions, terms and conditions, standard requirements, general inclusions, subcontractor procedures for payment and give samples of the various forms that will be used throughout the project.

Submitted bids must include all work within the scope of work as detailed in the documents referenced in Section 3 Scope of Work, all work shown in the bid documents, and/or as may be required by the specification section(s) governing such work to the extent that such requirements are directly related and applicable to the work generally shown by the drawings.

The list of inclusions and exclusions to the work scope covered by each bid category is only a partial listing of the work to be included in the Bidders proposal and is provided solely to clarify some specific boundaries in the scope of each bid category.

15. ALTERNATES

Voluntary alternates and value engineering ideas are encouraged, and must be submitted on company letterhead and attached to the bid.

END OF SECTION 2 - INSTRUCTIONS TO BID

SECTION 3 – SCOPE OF WORK

Provide development services including, but not limited to, general contracting, safety, and environmental services as outlined below:

1. General Conditions

- a. Contractor shall provide construction oversight management necessary to successfully develop and deliver a quality product on schedule and on budget, including but not limited to City/County final approvals. Any work that is not specifically called out on the bid schedule and is necessary to complete the work is considered incidental and is included in the bid prices.
- b. All work shall conform to applicable local municipal, County, State, FHA, OSHA, FDOT, and federal rules, regulations, guidelines, standards, and laws. This also includes Lake County Air Pollution and Fugitive Dust Control regulations, and SWPPP (NPDES).
- c. Contractor shall provide the time frame in working days to complete the elements of this contract, to include: i) Grading; ii) sewer, water, storm drain installation; iii) concrete; iv) paving.
- d. Contractor shall conduct weekly safety and environmental meetings.
- e. Obtain necessary permits prior to construction.

2. Survey and Layout

- a. Layout: Mattamy Homes' engineer and record surveyor will provide boundary, wetland limits, centerline and vertical control to Contractor. Contractor shall rely on the latest edition of the plans and CAD files, or other approved information as provided and updated throughout the duration of construction. If the Contractor elects to utilize other means, he assumes all risk for any inaccuracies that may occur from such sources.
- b. Survey and Layout: The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All centerline control points shall be established and maintained through the contract period.
- c. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the contract period. All stakes and points shall be clearly marked and identified.
- d. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- e. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hardbound books. Standard ASCII files/format shall be used with software compatibility to that of the LCPWD (Lake County Public Works Department).
- f. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill were practical.

3. Submittals

- a. **Schedule;** Contractor shall submit a preliminary Construction Progress Schedule prior to the Pre-Construction Meeting. This schedule shall be in a bar graph format and will be updated by the Contractor during the project duration.
- b. The Contractor shall furnish to the Engineer of Record for approval a Traffic Control Plan (TCP) that complies with the Manual of Uniform Traffic Control Devices (MUTCD) latest edition and

FDOT Design Standard Index 600 series. Prior to commencing work this TCP must be approved by Engineer of Record and Lake County Public Works.

- c. The Contractor shall provide, prior to construction a copy of the Stormwater Pollution Prevention Plan (SWPPP).
- d. Shop Drawings shall be furnished by the Contractor to the Engineer of Record for review and processing. Submittal shall be in electronic, pdf format and shall be REVIEWED, DATED, STAMPED, APPROVED, AND SIGNED BY THE CONTRACTOR, prior to submission to the Engineer of Record. If Shop Drawings are NOT REVIEWED BY THE CONTRACTOR IN THE FORMAT DESCRIBED ABOVE, THEY WILL BE SENT BACK TO CONTRACTOR AND **NOT** REVIEWED BY ENGINEER OF RECORD. Each submission of shop drawings shall include cover sheet for what is being requested for review and approval. Under no circumstances shall shop drawings be submitted or accepted by subcontractors.

The Contractor shall work into his schedule submission of shop drawings so that approximately twenty-one (21) days are allowed for review by the Engineer of Record. Prior to receipt of the reviewed shop drawings showing approval from Engineer of Record, work done or materials ordered for items shall be done at the Contractor's risk.

- e. Materials:

- 1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
- 2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by Lake County. The Contractor shall prepare the mix formula to be submitted to the Engineer of Record for review and distribution to Lake County.
- 3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formula for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines.
- 4. Testing Reports as outlined in the Lake County Laboratory Testing and Sampling Schedule, page J-1, provided in these Contract Documents.

- 4. **Clearing and Demolition** - The clearing and demolition portion of the work includes, but is not limited to:

- a. Clear, grub and lawfully dispose of all vegetation (alive and dead), debris and brush, as applicable. Bidding Contractor must verify with municipalities if local ordinance will allow burning or if haul off is necessary. The clearing method must be qualified in Contractor's proposal. **Trees shall be trimmed to the right of way line or within 8 feet of edge of pavement and sidewalk/trail to a height of 18 feet, whichever is less.**
- b. Contractor shall demolish all existing structures and utilities needed to develop the site as intended by the approved plans. Contractor to evaluate and select disposal method for demolition and construction debris and obtain all necessary permits. Costs for all permits shall be included in proposal. Mattamy Homes will not be liable for any changes in disposal methods/requirements imposed by regulatory authorities.
- c. Removal of all debris and trash from the site is incidental to the clearing operation.
- d. Contractor shall coordinate removal of existing utilities with the applicable provider as part of the demolition process.
- e. No burying of demolition debris or trash allowed on site.

- 5. **Sediment & Erosion Control** - NPDES, FDEP & SWPPP work includes, but is not limited to:

- a. Silt fence shall be installed on property or buffer lines, not inside of either.
- b. Installation and maintenance of all BMP's necessary to comply with the SWPPP, NPDES and all applicable state and county regulations. Contractor shall inspect and repair all BMPs in accordance with NPDES requirements.

- c. Contractor shall be required to submit weekly and rain event SWPPP reports to owner as stated and encountered. Mattamy Homes will provide Contractor with prepared SWPPP plan during construction phase for adherence and record keeping during construction phase. Contractor shall return completed, current SWPPP file to Mattamy Homes upon completion of project. The owner reserves the right to review this record book at any time during construction for compliance. Furthermore, Mattamy Homes reserves the right to withhold progress payments should reports be found deficient.
- d. Maintenance of the stone construction entrance and inlet protection is the responsibility of the Contractor while on-site at no additional charge to Owner.
- e. BMPs shall include, but not be limited to, turbidity barriers, check dams, rock bags, silt sacs, hay bales, silt fence, hydro seeding and sod/permanent grassing.
- f. Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the site during the construction period. To retain existing drainage patterns external to the construction site, Contractor shall construct temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- g. Fugitive dust is considered incidental to typical BMP maintenance program and must be contained on site.
- h. Contractor shall staff the site with competent personnel who have been trained in the fundamentals of EPA/NPDES compliance.
- i. Contractor is responsible to remove common area and perimeter BMPs once stabilization is achieved.

6. Earthwork

- a. Contractor shall provide a detailed schedule of each grading element including, but not limited to grub/clear, construction water (temporary tank or other source), rough grading, streets, retention basins, finish grades, restoration, and cleanup.
- b. Elevations shall be certified by surveyors prior to payment for grading. Elevations shall be plus or minus one-tenth (0.10') of design elevation grades. Contractor shall be responsible to provide a grading as-built survey showing compliance with these tolerances any re-staking and recertification costs for areas not meeting certifications will be paid for by Contractor.
- c. Contractor shall perform all work in accordance with the specifications and procedures described in the Geotechnical Engineer's report for the project.
- d. Contractor shall be responsible for the location of existing benchmarks, and to determine the basis of bearing, location of existing, dedicated and/or abandoned easements.
- e. Contractor shall release complete AutoCAD files to Mattamy Homes.
- f. Contractor shall review and sign off on all as-builts.
- g. Stripping of topsoil shall be minimized by disking but will not be a substitute for proper clearing and grubbing work.
- h. Topsoil shall be stripped and placed in designated landscape and/or non-structural fill areas or be removed from the project site. Placement within onsite areas must be reviewed and approved by Mattamy Homes in writing.
- i. It is Mattamy Homes' intention that all suitable materials be utilized on the project site. If required, Contractor shall provide import/export costs prior to commencement of work. Contractor shall estimate import/export quantities at the time of the bid. Bid shall include cost of import or export per load, haul permits, traffic control, barricades/flagmen, and the cost of all dust control measures on site and off site. Project is formatted as cut to fill.
- j. Export of organic soil may be required and shall be included in the Contractor's proposal.
- k. If site has an export of fill material, Mattamy Homes retains all rights to the material unless owner elects the Contractor to assume responsibility.
- l. Density requirements shall be met as recommended in the geotechnical report and Lake County Laboratory Testing and Schedule Specifications.
- m. Contractor shall be responsible for soil manipulation to achieve optimum moisture and density. The contractor shall be responsible to provide for the addition or removal of water from the soil to achieve density at their sole cost and expense. Contractor shall have a certified Geotechnical Engineer to perform testing on roads as a guide to the contractor. The contractor will be

responsible for scheduling the required geotechnical testing and inspections with proper lead times.

- n. Roads, pond banks and other areas will be subject to density testing at 1.0' lifts.
- o. All material excavated in order to achieve site lines, grades and cross sections as shown on plans shall be defined as classified excavations. This shall include but is not limited to suitable material. All suitable material removed in excavation shall be used to the largest extent possible in the formation of roadways, subgrades, embankments, shoulders or any other places as indicated on the plans or as directed by Mattamy Homes. Contractor agrees that this scope includes all import of additional material in order to reach the proposed elevations. Contractor may be directed to over excavate ponds and other non-structural areas to generate fill suitable for structural areas. The over excavated areas will be filled with material not suitable for structural areas in an effort to minimize quantity of unsuitable material hauled offsite. All unsuitable material removed during stripping and excavation shall be utilized to the largest extent possible in non-structural fill areas of the project.
- p. The contractor shall be responsible during construction and until final acceptance for the maintenance of all work. During construction and until final acceptance, the contractor shall shape all excavated surfaces to provide for proper drainage of surface runoff along and throughout the property. This shall include, but not be limited to, construction of temporary ditches or any other methods necessary to maintain the work and to prevent excess soil erosion. Any slopes that have been tracked horizontally will not be accepted by Mattamy Homes. If grading operations are suspended for reason whatsoever, partially completed excavation shall be graded to promote proper drainage. Contractor is responsible for all slopes until final stabilization or acceptance by Mattamy Homes.
- q. Contractor is responsible to maintain and mow the site at a minimum of bi-monthly during the rainy season and monthly during the dry season, or as needed.
- r. Contractor shall perform finish grading to the specified tolerances concurrently with the mass grading work.
- s. The cost of pumping down lakes to facilitate grading or utility tie-ins is to be included in the contract amount.
- t. Excavate all designated ponds, ditches and drainage swales on the site to design depths and utilize all suitable excavated materials to fill the site to the planned elevations.
- u. Provide dewatering as necessary and in full conformance with contract documents or as directed by Mattamy Homes.
- v. Any materials of questionable quality shall be brought to the attention of Mattamy Homes representative for evaluation and placement direction.
- w. The Contractor's work must proceed in a systematic and orderly manner.
- x. Contractor shall be responsible for sodding and seeding of all retention pond tracts as defined on the included plan.
- y. Contractor shall be responsible to construct retaining walls and/or interface as necessary with the selected wall contractor. If Contractor is to construct, they shall be responsible for all required design permits and fees as well as proper backfill and compaction.**
- z. Contractor is required to comply with and properly post Florida Statute 801.011 at no less than two (2) locations and points of entry.
 - aa. Right-of-Way (R/W) grading at the back of curb (BOC) shall be 2" below curb, allowing for finish grade after placement of sod.
 - bb. Utility easements adjacent to the R/W shall be graded per typical section or cross sections.
 - cc. Construction of dry detention ponds shall be per the geotechnical report recommendations and will require inspection and sign off from both Mattamy Homes and the project Geotechnical Engineer.
 - dd. Contract payment shall be based on in-place quantities.
 - ee. All fence berms, monument locations, and overbuilds shall be compacted to minimums set forth by the Soils Report.
 - ff. Contractor shall not harm or destroy any protected native plant material. If damage to tagged plant material does occur, Contractor shall be responsible for replacement costs.

7. Storm Sewer and Drainage Structures

- a. Bid shall include all shown storm structures including, but not limited to, curb inlets, junction boxes, manholes, and grate inlets, ditch inlets, yard drains, as well as all apertures associated to deliver a functioning system.
- b. Bid Proposal shall include all storm drain structures, pipe material, and tie-ins as drawn on the approved plans.
- c. Protect all storm drain inlets with industry approved storm drain inlet protection methods (filtered sock pipes, sand bags, type filter fabric, temporary concrete top slabs... etc.) throughout construction duration.
- d. All inlets and manholes shall be at final elevation before asphalt pavement is installed, unless directed otherwise by Mattamy Homes.
- e. Provide bid proposal(s) for areas requiring erosion control items such as placed rip-rap, grouted rip-rap, toe-down footings, filter fabric and other storm drain structures as drawn of approved plans.
- f. Contractor shall coordinate with the geotechnical engineer to schedule and provide dry pond bottom and side berm geotechnical testing to ensure compliance with Soils Engineer specifications.

8. Concrete Curbs, Aprons and Sidewalks

- a. Contractor shall be responsible to obtain any specific grading, paving or MOT permits as required from the appropriate municipality, including ROW permits.
- b. Contractor shall include all work shown and work incidental to the construction of curbs, subgrade stabilization, and base and asphalt pavements per plans.
- c. All work shall be in accordance with current municipal, plan, and geotechnical report specifications.
- d. **Concrete work shall be bid per soils report recommendations or engineers recommendation. Special attention should be made to chemical make-up and conditions of site soils. Contractor will be responsible for coordinating with the project geo-tech for the sampling of materials to be tested during installation.**
- e. Contractor shall be responsible for all maintenance of traffic (including permitting) and temporary barricades as necessary to protect the work.
- f. Include all final grading of rights-of-way.
- g. Contractor shall be responsible pavement markings and signage as shown on the plans meeting current municipal or FDOT specifications.
- h. Contractor shall provide ADA compliant handicap ramps, as shown on the engineering plans including truncated domes or acceptable alternative.
- i. Contractor shall install a strip of sod behind all installed curb per typical sections.
- j. Contractor will install full R/W sodding.
- k. Geotechnical testing is required in accordance with the municipality's current standards and specifications. Progressive test reports are to be submitted weekly to the designated Mattamy Homes representative and municipal inspection personnel as required.
- l. All inlets and manholes shall be at final elevation before asphalt pavement is installed, unless otherwise directed by Mattamy Homes.
- m. Asphalt pavement shall not be installed when weather is below 45 degrees for more than three hours between the hours of 8am to 5pm.
- n. All valley gutters and aprons are to be priced at per geotechnical engineer recommendations.
- o. Headwalls are to be bid on this Project if applicable. Bid to include excavation, backfill, guardrails, and trash racks.
- p. Shotcrete, grouted rip rap to be included with this proposal if indicated on the plans.
- q. Extreme care shall be taken so that spoils from contractor's operation are not left anywhere within the project limits.
- r. Contractor to notify Mattamy immediately of damage to water or sewer pipelines or services. Any damaged utility services will be repaired within one (1) working day from date of damage. Should Contractor fail to repair damaged pipelines or services, Mattamy will have damaged pipelines or services repaired at Contractor's expense.

- s. In the event of a conflict, contractor will immediately notify Mattamy to discuss recommended solutions.
- t. Contractor to take necessary precautions to prevent debris from contaminating or falling into existing manholes. Contractor shall schedule an inspection of manholes with Mattamy in order to verify the manhole status prior to concrete install. Cleaning of debris or contamination following the installation of concrete shall be the responsibility of the Contractor.
- u. Contractor shall be responsible for costs necessary to replace meter boxes damaged by Contractor's operation.
- v. Contractor to maintain all utility location staked markers. Any marker damaged, will be replaced immediately by Contractor. Should Contractor fail to replace damaged markers, Mattamy will have them replaced at Contractor's expense.
- w. Contractor shall be responsible for the adjustments for all water valve collars, manholes, and any other system equipment requiring adjustment during subgrade process. Contractor shall be held responsible for any damage or debris contaminating manholes or water lines and back charged accordingly.

9. Paving, Adjustments, Signage and Striping

- a. Paving work shall be bid per soils report recommendations and engineer's recommendation. Contractor will be responsible for coordinating with the project geotechnical engineer for the sampling and testing of materials.
- b. When allowed by the municipality, Mattamy Homes will install two separate lifts of asphalt. Contractor shall follow all specifications per the Approved Construction plans but at a minimum, shall complete the following items after placement of the first lift:
 - o Temporary striping to comply with municipal requirements and allow smooth traffic flow.
 - o Temporary alterations as required to ensure proper drainage and eliminate any substantial bird baths.
 - o Make repairs to the first lift of asphalt prior to placement of the second lift.
- c. Contractor shall provide traffic control plans, barricades, flagmen, and street sweepers for all offsite improvements in accordance with State and Local regulations.
- d. Contractor shall notify Mattamy Homes immediately of damage to water or sewer pipelines or services. Any damaged sewer or water services will be repaired within one (1) working day from date of damage. Should contractor fail to repair damaged pipelines or services, Mattamy will have damaged pipelines or services repaired at contractor's expense.
- e. In the event of a conflict, contractor will immediately notify Mattamy to discuss recommended solutions with the Engineer of Record.
- f. Contractor shall take necessary precautions to prevent debris from contaminating or falling into existing manholes. Contractor shall schedule an inspection of manholes with Mattamy in order to verify the manhole status prior to concrete install. Cleaning of debris or contamination following the installation of pavement shall be the responsibility of the Contractor.
- g. Contractor shall be responsible for cost necessary to replace water meter boxes damaged by Contractor's operation.
- h. Contractor to maintain all utility location staked markers. Any marker damaged will be replaced immediately by Contractor. Should Contractor fail to replace damaged markers, Mattamy will have them replaced at Contractor's expense.
- i. Extreme care shall be taken to prevent damage to freshly installed curbs, aprons, and other concrete structures. All sidewalks, curbs, aprons and valley gutters are to be inspected by the concrete foreman, paving foreman and Mattamy staff to determine areas that are damaged or damage free. Paving contractor shall be responsible for any and all repairs required by Mattamy or municipal inspector.
- j. Contractor shall be responsible for providing all required street signs and posts (temporary or permanent) required by the County, City, FDOT or municipal jurisdiction (onsite and offsite).
- k. Contractor shall include all markers for fire hydrants and street striping.
- l. Contractor shall be responsible for the adjustments for all water valve collars, manholes, and any other system equipment requiring adjustment during subgrade process. Contractor shall be held

responsible for any damage or debris contaminating manholes or water lines and back charged accordingly.

- m. Upon completion of paving and adjustments, Contractor shall be responsible for the removal of all debris, trash, excess material, and barricades upon completion.

10. Optional Items / Services

- a. Contractor shall provide dry utility sleeve unit prices per bid documents.
- b. Dry utility conduits shall be glued and capped to prevent the infiltration of water, earth material or foreign matter from entering the pipe. Conduits shall be stubbed up 4' high at each end, and marked with paint that corresponds with the utility being installed in the conduit
- c. Contractor shall include bids for all retaining walls, associated work, and permit fees.

11. Job Specific Conditions / Instructions

- a. Contractor shall become familiar with all aspects of the project including plans, plan notes, geotechnical reports, and bid documents.

12. Special Instructions

- a. Contractor shall be responsible for reviewing ALL Approved Plan sets before submitting final bid proposal. Change orders must be approved by Mattamy Homes, which in most cases will cause lengthy delays. All work requested within the change order will not be allowed to proceed, until receipt of notice of approval or rejection.
- b. Mattamy Homes will not be responsible for any errors or omissions on the part of the consultants, engineers, architects, designers or others. In the event errors are found, contractor shall notify Mattamy Homes immediately.
- c. Other collateral work, if required, will occur concurrently and will require close coordination between Mattamy Homes staff and the final contracted project team.
- d. Pursuant to Section 8 of the Agreement, all requests for Change Orders must be submitted to Mattamy, approved by Mattamy with appropriate signed Work Order. **Approved Work Order must be attached to the Change Order prior to the start of Work for the proposed task.**
- e. Invoices submitted for work completed that reflects a Change Order must be accompanied by the appropriate Work Order previously approved by Mattamy Homes.
- f. As stated in Section 3 of the Agreement, TIME IS OF THE ESSENCE. Contractor is expected to strictly adhere to Project timelines as directed by Mattamy.
- g. Contractor shall provide the required number of water trucks to properly adhere to dust control measures. Install and maintain track out devices, provide timely water suppression, control employee speed to 15 MPH on site. Contractor shall provide street sweepers during the operation.
- h. Contractor shall be responsible for a daily clean-up of excess materials, employee trash, and asphalt/concrete debris from construction activity. Project will not be considered complete until all debris has been removed.
- i. Contractor shall provide and designate an area for Contractor's employees to park and provide a designated staging area for materials and equipment.
- j. Contractor shall provide and maintain a portable toilet for their employees during operations.

LABORATORY TESTING AND SAMPLING SCHEDULE

OPERATION	MATERIAL SPECIFICATION	TESTS	PROJECT REQUIREMENTS	TESTING FREQUENCY
Prime and Tack Coats	FDOT Standard Specifications (Latest Edition)		Certification	Every Transport
Type Superpave Asphaltic Concrete	FDOT Standard Specifications (Latest Edition)	Job Mix Formula	Certification	Each mix design or change of aggregates
		RICE (Gmm)	Section 334	One per subplot
		Extraction Gradation Analysis	Section 334	One per subplot
		Field Density (Gmb)	Section 334	5 six inch cores per subplot (Random Locations)
		Asphalt Binder Thickness	Section 334	1 sample for the first 1000 tons and 1 per 4000 tons after
			Section 330	Daily
Pavement Smoothness	FDOT Standard Specifications (Latest Edition)	Rolling Straight Edge	Section 330 (FM 5-509) Max 3/16 inch	Final SP structural layer and friction course layer
Concrete	FDOT Standard Specifications (Latest Edition)	Compression Strength	FDOT Section 346 and 347	Section 347 acceptance based on Certification; Section 346 One (1) set of cylinders for 10 CY or more per day. Additional set(s) for each 50 CY/day. One (1) set for each class of concrete placed each day.
		Each class of concrete used	Certification	Each mix design or change
Embankment	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	Per material type
		Field Density	Section 120 -100% AASHTO T-99180	Section 120-One test per 500 LF per 12" lift of embankment Section 125-One test per 300 LF of pipe trench (or between structures) per 6' lift until 1 ft above pipe; 12" lift of backfill 1 ft above pipe Section 125 (modified) One test per 12" lift of structure backfill alternating sides
Compacted Subgrade	FDOT Standard Specifications (Latest Edition)	Standard Proctor AASHTO T-99	Section 120	One per material type
		Field Density	100% AASHTO T-99	Section 120 (modified)-One per 300 LF of sidewalk One per driveway
Stabilized Subgrade	FDOT Standard Specifications (Latest Edition)	Limerock Bearing Ratio FM 5-515	Section 160	One per 1,000 LF per lane (One per 2 lots) One per 2,000 LF per shoulder (One per 4 lots)
		Field Density/Thickness	Section 160-98% AASHTO T-180	Density-One per 500 LF per lane (1 per lot) Thickness – 3 per lot Density/thickness (modified)-One per 500 LF per shoulder
Limerock Base Course	FDOT Standard Specifications (Latest Edition)	Modified Proctor AASHTO T-180	Section 200	One per 4 8 lots
		Field Density/Thickness	Section 200-98% AASHTO T-180	Density-One per 300 LF per lane Thickness- 3 per lot Density/Thickness-One per 500 LF per shoulder
Sodding	FDOT Standard Specifications (Latest Edition) Section 575, Sodding, and Section 991	Each type of sod used	Certification	All seed, sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council

FLORIDA TRENCH SAFETY ACT CERTIFICATION AND DISCLOSURE STATEMENT

The undersigned acknowledges the requirements of the Florida Trench Safety Act (Section 553.60 et. seq. Florida Statutes).

A. The Bidder further acknowledges that the Florida Trench Safety Act, (the Act) establishes the Federal excavation safety standards set forth at 29 C.F.R. Section 1926.650 Subpart P, as the interim state standard until such time as the State of Florida, through its Department of Labor and Employment Security, or any successor agency, adopts, updates or revises said interim standard. This State of Florida standard may be supplemented by special shoring requirements established by the State of Florida or any of its political subdivisions.

B. The Bidder, as Contractor, shall comply with all applicable excavation/trench safety standards.

C. The Contractor shall consider the geotechnical data available from the Owner, if any, the Contractor’s own sources, and all other relevant information in its design of the trench safety system to be employed on the subject Project. The Contractor acknowledges sole responsibilities for the selection of the data on which it relies in designing the safety system, as well as for the system itself.

D. The amounts that the Bidder has set forth for pipe installation includes the following excavation/trench safety measures and the linear feet of trench excavated under each safety measure. These units, costs, and unit values shall be disclosed solely for the purpose of compliance with procedural requirements of the Act. No adjustment of the Contract time or price shall be made for any difference in the actual number of linear feet of trench excavation, except as may be otherwise provided in these Contract Documents.

Trench Safety Measure (Description)	Units of Measure (LF, SF)	Unit (Quantity)	Unit Cost	Extended Cost
A.				
B.				
C.				
D.				
E.				
F.				

For Information Only, Not for Payment Purposes \$_____

Bidder may use additional sheets as necessary to extend this form.

Failure to complete the above may result in the bid being declared non-responsive

E. The amount disclosed as the cost of compliance with the applicable trench safety requirements does not constitute the extent of the Contractor’s obligation to comply with said standards. The Contractor shall extend additional sums at no additional cost to the Owner, if necessary, to comply with the Act (except as may otherwise be provided).

F. Acceptance of the bid to which the certification and disclosure applies in no way represents that the Owner or its representatives has evaluated and thereby determined that the above costs are adequate to comply with the applicable trench safety requirements nor does it in any way relieve the Contractor of its sole responsibility to comply with the applicable trench safety requirements.

Company

Name and Title

Address:

Telephone: () _____

END OF SECTION 3 – SCOPE OF WORK

Mattamy Homes - Bid Form
3/12/2018
Project Name: CR 455 Hartle Road

<Insert Name of Company>
<Insert Name of Contact>

Phase 1

General Conditions

Description	Units	Quantity	Unit Price	Subtotal	Notes
Mobilization	LS	1	\$ -	\$ -	
Misc. Permit Fees	LS	1	\$ -	\$ -	
Geotech Testing	LS	1	\$ -	\$ -	
NPDES Monitoring	LS	1	\$ -	\$ -	
All Layout & Asbuilts	LS	1	\$ -	\$ -	
Roadway Layout & Asbuilts	LS	1	\$ -	\$ -	
Construction Entrance	Each	-	\$ -	\$ -	
Silt Fence	LF	-	\$ -	\$ -	
Turbidity Barrier	LF	-	\$ -	\$ -	
Maintain BMP's While Onsite	LS	1	\$ -	\$ -	
Drill Seeding	SY	-	\$ -	\$ -	
Bahai Sod	SY	-	\$ -	\$ -	
Orange Tree Save Fence	LF	-	\$ -	\$ -	
Performance Bond	LS	1	\$ -	\$ -	
Maintenance Bond	LS	1	\$ -	\$ -	
2" Fiber Conduit	LF	-	\$ -	\$ -	
24"x36" Fiber Pull Box	Each	-	\$ -	\$ -	
		-	\$ -	\$ -	
		-	\$ -	\$ -	

subtotal \$ -

Clearing & Grading

Description	Units	Quantity	Unit Price	Subtotal	Notes
Clear Site <insert Burn or Chip/Haul Off>	Acre	-	\$ -	\$ -	
Trim Trees Per Spec.	LS	1	\$ -	\$ -	
Demo Concrete	LS	1	\$ -	\$ -	
Demo Fence	LS	1	\$ -	\$ -	
Demo Asphalt	LS	1	\$ -	\$ -	
Demo Storm Pipe	LS	1	\$ -	\$ -	
Demo Structure	LS	1	\$ -	\$ -	
Cut to Fill	CY	-	\$ -	\$ -	
Export Structural Material	CY	-	\$ -	\$ -	
Import Structural Material	CY	-	\$ -	\$ -	
Dewatering for Excavation	LS	1	\$ -	\$ -	
Fine Grade Roads	SY	-	\$ -	\$ -	
Fine Grade ROW	SY	-	\$ -	\$ -	
Fine Grade Green Space	SY	-	\$ -	\$ -	
Permit & Install Retaining Wall	SF	-	\$ -	\$ -	
Chain Link Fence for Retaining Wall	LF	-	\$ -	\$ -	
Retaining Wall Fine Grade	SY	-	\$ -	\$ -	
Retaining Wall Backfill	CY	-	\$ -	\$ -	
Mass Grade Phase 2 (Cut to Fill)	CY	-	\$ -	\$ -	
Fine Grade Phase 2	SY	-	\$ -	\$ -	
Stabilize Lost Lake Rd	SY	-	\$ -	\$ -	
		-	\$ -	\$ -	
		-	\$ -	\$ -	

subtotal \$ -

Storm Drainage

Description	Units	Quantity	Unit Price	Subtotal	Notes
18" Storm Drain (All Depths)	LF	-	\$ -	\$ -	
24" Storm Drain (All Depths)	LF	-	\$ -	\$ -	
30" Storm Drain (All Depths)	LF	-	\$ -	\$ -	
36" Storm Drain (All Depths)	LF	-	\$ -	\$ -	
18" MES w/Energy Dissipator	EA	-	\$ -	\$ -	
24" MES w/Energy Dissipator	EA	-	\$ -	\$ -	
30" FES w/Splash Pad	EA	-	\$ -	\$ -	

36" FES w/Splash Pad	EA	-	\$	-	\$	-
Type 5 Inlet (All Depths)	EA	-	\$	-	\$	-
Type 6 Inlet (All Depths)	EA	-	\$	-	\$	-
Drainage Manhole (All Depths)	EA	-	\$	-	\$	-
Type H Bottom Inlet	EA	-	\$	-	\$	-
Convert Type 3 Inlet to Manhole	EA	-	\$	-	\$	-
Tie into Ex. Structure	EA	-	\$	-	\$	-
20' Grass Weir w/Geomat	EA	-	\$	-	\$	-
Dewatering	LF	-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-

subtotal \$ -

Concrete & Paving

Description	Units	Quantity	Unit Price	Subtotal	Notes
Type F Curb	LF	-	\$	-	
Type E Curb	LF	-	\$	-	
5' Concrete Walk	SY	-	\$	-	
8' Concrete Walk	SY	-	\$	-	
Handicap Ramps	Each	-	\$	-	
4' Paved Shoulder	SY	-	\$	-	
12" Stabilized Subgrade LBR-40	SY	-	\$	-	
10" Limerock (2 Lifts)	SY	-	\$	-	
2.5" SP 12.5	SY	-	\$	-	
Mill 1.5"	SY	-	\$	-	
Overlay 1.5" SP 12.5	SY	-	\$	-	
Temp Stripe	LS	1	\$	-	
Final Stripe & Signage	LS	1	\$	-	
Traffic Control	LS	1	\$	-	
		-	\$	-	
		-	\$	-	

subtotal \$ -

Contractor Identified Items

Description	Units	Quantity	Unit Price	Subtotal	
		-	\$	-	
		-	\$	-	
		-	\$	-	
		-	\$	-	
		-	\$	-	
		-	\$	-	

subtotal \$ -

Total Phase 1 \$ -

Phase 2

General Conditions

Description	Units	Quantity	Unit Price	Subtotal	Notes
Mobilization	LS	1	\$	-	
Misc. Permit Fees	LS	1	\$	-	
Geotech Testing	LS	1	\$	-	
NPDES Monitoring	LS	1	\$	-	
All Layout & Asbuilts	LS	1	\$	-	
Roadway Layout & Asbuilts	LS	1	\$	-	
Construction Entrance	Each	-	\$	-	
Silt Fence	LF	-	\$	-	
Turbidity Barrier	LF	-	\$	-	
Maintain BMP's While Onsite	LS	1	\$	-	
Drill Seeding	SY	-	\$	-	
Bahai Sod	SY	-	\$	-	

Orange Tree Save Fence	LF	-	\$	-	\$	-
Performance Bond	LS	1	\$	-	\$	-
Maintainance Bond	LS	1	\$	-	\$	-
2" Fiber Conduit	LF	-	\$	-	\$	-
24"x36" Fiber Pull Box	Each	-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-

subtotal \$ -

Clearing & Grading

Description	Units	Quantity	Unit Price	Subtotal	
Clear Site <insert Burn or Chip/Haul Off>	Acre	-	\$	-	\$
Trim Trees Per Spec.	LS	1	\$	-	\$
Demolition	LS	1	\$	-	\$
Cut to Fill	CY	-	\$	-	\$
Export Structural Material	CY	-	\$	-	\$
Import Structural Material	CY	-	\$	-	\$
Dewatering for Excavation	LS	1	\$	-	\$
Fine Grade Roads	SY	-	\$	-	\$
Fine Grade ROW	SY	-	\$	-	\$
Fine Grade Green Space	SY	-	\$	-	\$
Permit & Install Retaining Wall	SF	-	\$	-	\$
Chain Link Fence for Retaining Wall	LF	-	\$	-	\$
Retaining Wall Fine Grade	SY	-	\$	-	\$
Retaining Wall Backfill	CY	-	\$	-	\$
Mass Grade Phase 2 (Cut to Fill)	CY	-	\$	-	\$
Fine Grade Phase 2	SY	-	\$	-	\$
Stabilize Lost Lake Rd	SY	-	\$	-	\$
		-	\$	-	\$
		-	\$	-	\$
		-	\$	-	\$

subtotal \$ -

Storm Drainage

Description	Units	Quantity	Unit Price	Subtotal	
18" Storm Drain (All Depths)	LF	-	\$	-	\$
24" Storm Drain (All Depths)	LF	-	\$	-	\$
30" Storm Drain (All Depths)	LF	-	\$	-	\$
36" Storm Drain (All Depths)	LF	-	\$	-	\$
18" MES w/Energy Dissipator	EA	-	\$	-	\$
24" MES w/Energy Dissipator	EA	-	\$	-	\$
30" FES w/Splash Pad	EA	-	\$	-	\$
36" FES w/Splash Pad	EA	-	\$	-	\$
Type 5 Inlet (All Depths)	EA	-	\$	-	\$
Type 6 Inlet (All Depths)	EA	-	\$	-	\$
Drainage Manhole (All Depths)	EA	-	\$	-	\$
Type H Bottom Inlet	EA	-	\$	-	\$
Convert Type 3 Inlet to Manhole	EA	-	\$	-	\$
Tie into Ex. Structure	EA	-	\$	-	\$
20' Grass Weir w/Geomat	EA	-	\$	-	\$
Dewatering	LF	-	\$	-	\$
		-	\$	-	\$
		-	\$	-	\$
		-	\$	-	\$

subtotal \$ -

Concrete & Paving

Description	Units	Quantity	Unit Price	Subtotal	
Type F Curb	LF	-	\$	-	\$
Type E Curb	LF	-	\$	-	\$
5' Concrete Walk	SY	-	\$	-	\$
8' Concrete Walk	SY	-	\$	-	\$

Handicap Ramps	Each	-	\$	-	\$	-
4' Paved Shoulder	SY	-	\$	-	\$	-
12" Stabilized Subgrade LBR-40	SY	-	\$	-	\$	-
10" Limerock (2 Lifts)	SY	-	\$	-	\$	-
2.5" SP 12.5	SY	-	\$	-	\$	-
Mill 1.5"	SY	-	\$	-	\$	-
Overlay 1.5" SP 12.5	SY	-	\$	-	\$	-
Temp Stripe	LS	1	\$	-	\$	-
Final Stripe & Signage	LS	1	\$	-	\$	-
Traffic Control	LS	1	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-
		-	\$	-	\$	-

subtotal \$ -

Contractor Identified Items

Description	Units	Quantity	Unit Price	Subtotal
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -
		-	\$ -	\$ -

subtotal \$ -

Total Phase 2 \$ -

Project Totals

Total Phase 1	\$ -
Total Phase 2	\$ -
Total Project	\$ -

MATTAMY ORLANDO LLC
1900 Summit Tower Boulevard, Suite 500
Orlando, FL 32810
Phone: 407-599-2228
Fax: 407-599-9998

AGREEMENT

Name of Contractor: _____ Contractor No. _____

Type of entity (check one): _____ LLC _____ Corporation _____ Partnership _____ Sole Proprietorship

Contractor's License No. _____ Federal I.D. No. _____

Social Security No. _____ Sales Tax No. _____

Business Address: _____

Business Phone: _____ Cellular Phone _____

Facsimile No. _____ E-mail Address: _____
Primary

Website: _____ E-Mail Address: _____
Secondary

Owner: _____ Business Address for Owner: _____

Owner's Authorized Representative: _____

This Agreement (the "Agreement") is made and entered into effective the ____ day of _____, 20__ by and between **MATTAMY ORLANDO LLC, a Delaware limited liability company**, ("Owner") and the Contractor identified above ("Contractor").

R E C I T A L S:

A. The parties intend this to be the Agreement between the parties pursuant to which Contractor will furnish all labor, equipment and/or materials necessary to fully complete the Scope of Work, attached hereto as Exhibit A (the "Work"), for the construction of the CR 455 (Hartle Road) Extension Road Project located at CR 455 (the "Project") in the City of Clermont, Lake County, Florida (the "City" or "Municipality"). The Work to be performed by Contractor shall be in accordance with: (i) the plans and specifications prepared for the Project by Booth, Ern, Straughan, & Hiott, Inc. (BESH) dated approved 03-28-2017, and any subsequent revisions thereto, with the latest revision on March 15th, 2017, and a complete listing of the plan sheets applicable to the Work is attached at Exhibit "B"(collectively the "Plans"); and (ii) the Contract Documents, as hereinafter defined and as further described in this Agreement;

B. Contractor intends to perform or provide the Work on the Project in consideration for payment as set forth in this Agreement;

C. Owner desires to engage Contractor as an independent contractor for the purpose of performing the Work; and

D. Owner has retained BESH as its Engineer of Record for the Project ("Engineer").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, Owner and Contractor agree as follows:

Contractor Initials _____

Owner Initials _____

1. Contract Documents. This Agreement, any modifications to the Agreement made pursuant to paragraph 5.3 and Section 8 herein, the Plans, and the documents attached to or referenced in this Agreement, the Contractor's bid dated _____, and the Notice to Proceed (collectively, the "Contract Documents") shall constitute the entire agreement between Owner and Contractor with respect to the Project. Any and all provisions of the Contract Documents which are applicable to this Agreement or which in any way affect the Work shall have the same effect as if written in full in this Agreement. Should the provisions of the Contract Documents be in conflict with the provisions of any other documents executed by and between Owner and Contractor concerning the Work, the Contract Documents shall control. Should there be a conflict between any of the Contract Documents, the provisions of this Agreement shall control. Exhibits attached to this Agreement are:

- 1.1 **Exhibit A – Scope of Work**
- Exhibit B – List of Plan Sheets**
- Exhibit C – Draw and Payment Procedures and Policies**
- Exhibit D 1-4 – Form Lien Waivers**
- Exhibit E – Construction Schedule**
- Exhibit F – Special Conditions**
- Exhibit G – List of Materialmen and Subcontractors**
- Exhibit H – Safety Procedures and Project Rules and Regulations**
- Exhibit I – Payment Application**

2. Description of Scope of Work. Contractor agrees to furnish all supervision, labor, materials, equipment and other facilities required to complete the Work in compliance with all Contract Documents, as those documents are identified herein. The Work shall include all labor, equipment, materials, facilities, technology, supervision and services that are:

- (a) reasonably inferable from the Work specified;
- (b) customarily performed and provided by competent contractors as part of the proper performance of the Work of the type specified;
- (c) necessary to achieve successful, timely and safe completion of the Work;
- (d) necessary to cut, fit or patch portions of the Work, as required to make its several parts come together properly, and to fit it to receive or be received by the work of other contractors, as shown upon or reasonably implied by the Contract Documents; and
- (e) necessary to fulfill the undertakings, covenants, guarantees, representations and warranties set forth in this Agreement, the Contract Documents and warranty requests by Owner.

3. Date of Commencement and Time for Completion of the Work. The date of commencement of the Work shall be the date fixed in a Notice to Proceed issued by the Owner. The Contractor will achieve Substantial Completion of the Work within _____ days after the date of commencement ("Contract Time"). As used in this Agreement, Substantial Completion shall mean the date upon which the authority having jurisdiction over the work has issued a certificate of completion, or equivalent, allowing the Owner to fully occupy the site, construct homes at the Project, or otherwise fully utilize the Project for its intended purpose. Owner and Contractor recognize that time is of the essence in this Agreement and that Owner will suffer financial loss if the Work is not completed within the Contract Time, plus any extensions thereof allowed in accordance with Section 8 of this Agreement. The parties also recognize the delay, expense and difficulties involved in a legal proceeding to prove the actual loss suffered by Owner if the Work is not completed within the Contract Time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner \$1,500.00 for each calendar day that Substantial Completion is not achieved beyond the Contract Time. The liquidated damages provided herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, and any other damages of whatsoever nature incurred by Owner which are occasioned by Contractor's failure to complete the Work within the Contract Time.

4. Contractor's Representations. In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

4.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, Project locality and all local conditions, laws and regulations that in any manner may affect cost, progress performance or furnishing of the Work. If Contractor deems that the property on which the Project is to be undertaken is unsatisfactory, written notice of such condition shall be given to Owner. In the event that Contractor fails to give such notice to Owner and Contractor commences the Work, Contractor shall be deemed to have accepted the condition of the property and be liable for the expense of correcting its own unsatisfactory performance.

4.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions that are identified in any of the Contract Documents and accepts the determination set forth therein.

4.3 Contractor has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in the paragraph 4.2) which pertain to the subsurface or physical conditions at or contiguous to the Project site or otherwise may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes, unless specifically requested by the Contractor, in writing, prior to its execution of this Agreement.

4.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

4.5 Prior to starting each part of the Work, Contractor shall carefully study and compare the Contract Documents in order to check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may or should, with a reasonable exercise of due diligence, discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby; however, Contractor shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or with a reasonable exercise of due diligence should have known thereof.

4.6 Contractor warrants and represents that it and, where required by law, Contractor's subcontractors and other personnel performing services hereunder are properly licensed and will remain properly licensed during the term hereof under all applicable laws and regulations for the performance of the Work. Contractor represents and warrants to Owner that it is properly licensed in the jurisdiction where the Project is located and where all Work is to be performed. Contractor shall, at its own cost and expense, (i) maintain all licenses required by law, rule or regulation; (ii) pay all taxes and fees of every kind that may be imposed by any governmental authority; and (iii) keep itself fully informed of and comply with all federal and state laws, city and county ordinances, codes and regulations which affect those employed on the Project, the materials to be used and the conduct of the Work. Further, Contractor shall complete the Work in strict accordance with all such laws, ordinances, codes and regulations. If the Contract Documents do not conform to the requirements of the above-specified authorities, the requirements of such authorities shall prevail and the Work shall be completed by Contractor in conformance with such requirements. Contractor, if not a sole proprietorship, shall maintain its legal status within all applicable jurisdictions as a business entity.

5. Contract Price and Payment.

5.1 Payment. Owner agrees to pay to Contractor, for the full and faithful performance of the Work, the Contract Price of \$_____, subject to such additions and deductions as provided for herein (the "Contract Price"). No payment made by Owner, whether partial or final, shall be conclusive evidence of performance, either in whole or in part, or constitute an approval or acceptance by Owner of any materials provided or workmanship performed by Contractor pursuant to this Agreement, nor shall entrance and use by Owner constitute acceptance of the Work. Additionally, an application for payment signed or approved by Owner or Engineer shall not be construed as a waiver by Owner for Work defectively performed and shall not release Contractor from liability for defective work. Owner expressly reserves the right to inspect all Work or have others inspect all work prior to being obligated to make any payment due Contractor and to require correction of any unsatisfactory Work prior to payment.

5.2 Payment Procedures and Policies. The time and method of payment for the Work shall be pursuant to Owner's then-current draw and Payment Procedures and policies, as provided in Exhibit C ("Payment Procedures"). Contractor agrees to fully comply with the Payment Procedures as well as any reasonable changes to such Payment Procedures of which it is informed during the term of this Agreement. Owner shall make final payment to Contractor of the balance due to it under the Agreement within the time period specified in the Payment Procedures after Owner certifies that the Project has timely achieved Substantial Completion, Owner submits a written punchlist to Contractor and Contractor substantially completes all of the items on the punchlist. Contractor's final Application for Payment shall include the Final Payment Affidavit in accordance with Chapter 713, Florida Statutes and all final lien releases as required herein. Notwithstanding anything to the contrary herein, Owner is not required to make payment to Contractor of any amounts retained pursuant to the Agreement, if the reason giving rise to the right to retain the funds has not been satisfied by Contractor.

5.3 Deviations. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions hereof through a written Change Order (as defined herein). The Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways: (i) Engineer's approval of a shop drawing or sample; or (ii) Engineer's written interpretation or clarification. Notwithstanding anything herein to the contrary, Contractor shall not, without the prior written consent of Owner, make any changes, additions, deletions, or substitutions in or to the Work, including the Plans related to the Work, nor shall Contractor perform any additional work without the prior written consent of Owner, it being understood that Contractor shall receive no payment for any additional or modified work unless Contractor first obtains Owner's prior written consent in the form of a written Change Order (as defined below) signed by Owner for such work.

5.4 Retention of Payments.

5.4.1 Standard Retention. Contractor agrees that Owner shall retain ten percent (10%) of each and every payment, other than the final payment. All such retained funds shall be paid to the Contractor as provided for in the Payment Procedures.

5.4.2 Retention for Liens. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge the full amount of any liens recorded by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for reasonable attorney's fees which are actually incurred or maybe incurred as a result of the lien.

5.4.3 Retention for Claims. Owner may withhold from any payment due to Contractor under this Agreement or any other unrelated agreement between Owner and Contractor for a different project, such amount as may be required to discharge any claims made by Contractor, or any of its subcontractors, materialmen, laborers, of any tier, in addition to an amount in Owner's sole discretion for limitation reasonable attorney's fees which are actually incurred or maybe incurred as a result of the claim.

5.4.4 Retention for Lien Waivers. Owner may withhold payment to Contractor until Contractor has furnished a lien waiver for the portion of the Work performed on the Project for which payment is sought including lien waivers from all of Contractor's subcontractors, laborers, and/or materialmen of any tier. The form of all such waivers shall be in the form of that attached hereto as Exhibit D-1 through D-4 so as to assure that no lien may attach to the property on account of the Work for which payment is being made.

5.4.5 Retention for Default. In the event that any default or breach by Contractor occurs under any other unrelated contract or agreement between Contractor and Owner for a different project, such default or breach shall automatically be deemed to be a default under this Agreement. In addition to the remedies provided herein, Owner shall have the right to setoff and deduct any damages or costs incurred by Owner or any of Owner's affiliates, subsidiaries or parent corporation (including its project or home office overhead) arising from or in any manner related to such default or breach against and from any amounts due to Contractor. However, such setoff or deduction by Owner shall in no event relieve Contractor of its obligation to pay in full all of its laborers, suppliers, materialmen, and subcontractors, and otherwise to comply with all other provisions of this Agreement.

5.4.6 No Payment if Default Exists. Contractor shall not be entitled to receive payment under this Agreement if it is in default under this Agreement or any other unrelated agreement with Owner, or any of Owner's affiliates, subsidiaries or parent corporations.

5.4.7 Retention Pending Owner's Satisfaction with Work. In addition to other amounts which may be retained by Owner as set forth herein, Owner expressly reserves the right to retain money due to Contractor or to become due to Contractor if Owner provides written notice to Contractor that the Work is unsatisfactory to Owner and such unsatisfactory condition is not remedied within a reasonable period of time as determined by Owner based upon the circumstances.

5.5 Use of Proceeds. Contractor agrees that money received for the performance of this Agreement, shall be used for the Work only and shall not be diverted to satisfy Contractor's obligations upon other contracts or for any other purpose whatsoever.

6. Performance and Progress of the Work.

6.1 Contractor shall initiate performance of the Project within the time period set forth in the Notice to Proceed.

6.2 Contractor shall cooperate with Owner and other contractors working at the Project and will participate in the coordination of the Work as required, specifically noting and advising Owner of any conflicts. Owner, however, will not be liable to Contractor for any delays in scheduling the Work, or for any damages arising from such delays. Contractor will furnish periodic progress reports, as requested, including information on the status of materials and equipment for the Project which may be in the course of preparation, manufacture or transit.

6.3 Contractor shall employ sufficient labor, equipment, and materials to perform and complete the Work within the Contract Time and in accordance with the Construction Schedule specified in Exhibit E to the this Agreement, or any applicable updates to the same, which shall in no event exceed the Contract Time.

6.4 In the event Contractor fails to commence the Work as required herein, fails to continue performance or fails to progress the work in a timely manner or otherwise fails to complete the Work within the Contract Time, the Owner may, upon 48 hours notice, at its sole option and discretion, without prejudice to other remedies provided herein, either terminate this Agreement as provided for in Section 19 below and replace Contractor or procure additional contractors to perform the Work and deduct the costs of such work from the payment then or thereafter due to Contractor.

6.5 Contractor shall perform the Work in strict accordance with the Contract Documents. There are to be no substitutions of materials or variations whatsoever from the Contract Documents without the prior written approval of Owner. Whenever any manufactured article, implement or series of articles or implements is mentioned in the Contract Documents by trade name, it is intended to establish a standard of quality or merit and Contractor shall furnish such specific article or implement. The intent of this paragraph is to require quality materials and workmanship. Substitutions of equal merit may be used by Contractor only upon the prior written consent of Owner evidenced by a written letter of approval signed by Owner's Authorized Representative. If the Work shall require the installation of materials or equipment furnished by others, it shall be the responsibility of Contractor to examine the items so provided and, thereupon, to handle, store and install with such skill and care as necessary to insure a satisfactory installation. Loss or damage due to acts of Contractor or its subcontractors, materialmen, employees or agents shall be charged to Contractor.

7. Time is of the Essence. Contractor acknowledges that time is of the essence in its performance of the Work. Contractor is obligated to perform the Work with promptness, diligence and efficiency in a manner which does not interfere with or delay the performance of any other contractor performing work on the Project.

8. Change Orders.

8.1 Owner's Right to Change Work. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, make changes of any scope or nature, including additions to and deletions from, the Work. Owner shall issue to Contractor a Change Order for each such change. Work performed under a Change Order shall be subject to all the terms and conditions of the Contract Documents. Contractor shall promptly perform the Work, as changed. Owner is not liable to Contractor for extra work or materials, or any costs incurred by Contractor, including overtime and acceleration costs, arising from such extra or changed work without Contractor having first received a Change Order from Owner.

8.2 Contractor's Compensation for Change in Work and Extension in Contract Time. Owner shall determine the adjustment in either the Contract Time and/or the Contract Price, if any, associated with the Change Order. If Contractor commences Work described in the Change Order it shall be deemed to have accepted the terms, including any change in either the Contract Time and/or Contract Price, if any, as set forth in the Change Order. Any request for additional compensation, or extension of the Contract Time which appears to be based either on the lack of specific details in the Plans or specific reference in the Specifications, will not be approved as an extra if, in the sole opinion of Owner, the Work in question is a required item under the original Contract Documents.

8.3 Allowable Mark-Up. In no event shall the total mark-up for Change Orders exceed 15%.

8.4 Unauthorized Changes in the Work. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Time with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in this Section 8, except in the case of an emergency affecting the safety or protection for persons or the Work or property at the Project, in which case Contractor is obligated to act to prevent the threatened damage, injury or loss. Any Change Order not submitted by the Contractor within 45 days of the date the change was realized, or with the exercise of due diligence should have been realized, by Contractor is deemed waived.

8.5 Limitation on Additional Work. If Contractor makes any unauthorized change in the Work or performs any unauthorized extra work that affects the scope of the Work or the expenses of other contractors, then Contractor will be liable for all costs and expenses incurred by Owner as a result of the unauthorized work.

8.6 Notification to Surety. If notice to a Surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

9. General Terms and Conditions.

9.1 No Damages For Delay. Contractor agrees to make no monetary or other claims for delays, interferences or hindrances of any kind in the performance of the Work including delays occasioned by any act or omission of Owner, or anyone for whom Owner is responsible.

9.2 Permits, Fees and Platting. Unless otherwise provided for in the Scope of Work (Exhibit "A") or the Special Conditions (Exhibit F), Owner shall secure and pay for all permits. However, Contractor shall be required to schedule all inspections necessary under any such permits which are related to the Work.

9.3 Permits and Platting. Owner covenants and agrees that Owner will sign, as Owner of the property, any applications for permits, licenses or other approvals which may be necessary in connection with the development and to execute and process any subdivision plat and/or easements for public utilities or right-of-way which may be required in connection with the Project.

9.4 Tax. Contractor shall be responsible for paying all taxes required by law in connection with the Work. Contractor shall be solely responsible for withholding taxes, social security taxes and state unemployment taxes for all employees, subcontractors and agents of Contractor. Notwithstanding the foregoing, Contractor shall not charge any sales or privilege tax on any amounts due from Owner under this Agreement, as Owner shall be responsible for paying such taxes directly to the applicable governmental authorities.

9.5 Subcontractors, Materialmen and Laborers. Contractor shall oversee, supervise and manage all its agents, and all subcontractors, materialmen and laborers of any tier providing services on the Project. Contractor agrees to present to Owner, immediately upon determination and prior to commencement of any Work, a complete list of materialmen, laborers and subcontractors of any tier (including their names, addresses and telephone numbers. that will be performing Work at and/or providing materials to the Project. This list will be attached to this Agreement as Exhibit G. Owner has the right to object to the use of any materialmen, subcontractors and laborers as proposed by Contractor. Upon receipt of notice that Owner objects to the use of a materialman, labor or subcontractor, Contractor shall promptly replace the objected to materialman, laborer or subcontractor.

9.6 As-Built Plans and Annotated Specifications and Other Documentation. When required by the Contract Documents, Contractor shall prepare and maintain on a current basis an accurate and complete set of:

- (a) As-built plans clearly showing all changes, revisions and substitutions during construction, including without limitation field changes and the final location of all mechanical equipment, utility lines, pipes, and other significant features; and
- (b) Specifications, inclusive of all annotated specifications marked in the field to show all changes, revisions and substitutions.

9.7 Shop Drawings. Contractor will promptly submit shop drawings, installation instructions and samples as required by the Contract Documents or as required in order to perform the Work efficiently, expeditiously and in a manner that will not cause delay in the progress of the Work for the Project. Contractor is to check all shop drawings or other items submitted to ensure that they are dimensionally acceptable and they meet all requirements of the Plans. Contractor shall be solely responsible for any additional costs that arise due to Contractor's failure to adequately check any and all shop drawings or other items submitted as required herein.

9.8 Provision of Information. If requested by Owner, Contractor shall furnish all information in the possession of Contractor, its subcontractors, materialmen, laborers, or any of their employees or agents, whether written or non-written, which pertains to the Work or the Project and any other information pertaining to the financial condition of Contractor. Owner shall have the right to terminate this Agreement as provided for in Section 19 below, if at any time Owner shall reasonably determine that Contractor's financial condition has deteriorated and become unsatisfactory to Owner. In case of such termination, Contractor shall be deemed to be in default of this Agreement.

9.9 Payment and Performance Bonds. If requested by Owner or required by the Contract Documents, and at Owner's expense, Contractor shall furnish to Owner an acceptable Payment and Performance Bond in the form and amount and with a surety acceptable to Owner.

9.10 Equipment and Material Handling. Contractor shall be responsible for receiving, offloading, handling, placing, securing and storing of all Contractor's own materials and equipment required for the Work in addition to those materials, if any, supplied by Owner for use in the Work. Contractor agrees that Owner shall not be responsible for the loss of materials, equipment or tools on the job site nor for vandalism or malicious damage to work performed by Contractor. Contractor further agrees to abide by Owner's decision in regard to the allotment of all storage and working space on the Project. Any equipment stored or posted on the Project shall be adequately secured and/or guarded to prevent unauthorized access or use.

9.11 Temporary Facilities and Services. Unless otherwise provided in this Agreement, Contractor shall provide at its own expense whatever toilet facilities, storage sheds, work shops and offices are necessary for Contractor's performance of the Work. Owner shall have access to any and all parts of such premises and may inspect them at any time.

9.12 Damage to Work. Contractor is responsible for the quality and integrity of all items covered under this Agreement. In the event Contractor or one of its subcontractors, materialmen or laborers cause damage to the Work, Owner may in addition to any other remedies it has hereunder, issue a backcharge to Contractor. Contractor will be responsible for all costs of repair and replacement for such damaged work and agrees to indemnify and hold harmless Owner against any and all losses, damages, claims or suits, including all costs and attorneys' fees, based upon or arising out of such damage. If damage is done to the Work, Contractor must repair the same within five (5) days period. Should Contractor fail to repair the same, Owner may remedy any such damage and Owner shall have the right to backcharge Contractor for the costs incurred.

9.13 Damage to Work of Others. Notwithstanding anything to the contrary herein, Owner shall have the right, but not the obligation, to immediately remedy any damage Contractor causes, without the necessity of providing Contractor with any right to cure, if the damage is to work or facilities outside the Work of this Agreement.

9.14 Safety. Contractor agrees to conform to the safety protocols described in Exhibit H and to comply with all applicable safety and health laws, rules and regulations, including federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration ("OSHA") and any state or local governmental requirements. Contractor agrees to indemnify and hold Owner harmless for, of and from any loss, including, but not limited to, any

finer, penalties and corrective measures Owner may incur due to Contractor's failure to comply with the applicable safety and health laws and, rules and regulations in connection with the performance of this Agreement. Contractor further agrees that failure to comply with such safety and health requirements is a default of Contractor's obligation under this Agreement.

9.15 Compliance with Laws, Rules and Regulations.

9.15.1 The Contractor shall comply at all times with all federal, state, county and municipal laws and regulations that in any manner affect the Agreement, the Work and Contractor's performance. Without limiting the generality of the foregoing statement, such laws and regulations include, but are not limited to, all laws and regulations with respect to employment of workers; the terms and conditions of employment; equal employment opportunity and nondiscrimination, including "harassment" and retaliation/"whistleblowing"; immigration; wages (including the payment of minimum and overtime wages, and payroll withholdings); workers', hours (including the provision of any lunch and rest breaks required by law); benefits (including the provision of any leaves of absence required by law); classification of workers as "employees" or "contractors"; collective bargaining and labor-management relations; occupational safety and health (including the provisions of all personal protective equipment, training and "competent persons" required by law); inspection of the Work and inspection of the construction equipment. By making references to particular laws and regulations in this Agreement, the Owner does not intend to restrict or limit in any way the laws and regulations which apply to the Contractor's performance under the Agreement. Contractor for itself and its agents agrees to furnish all labor, materials, supplies and equipment necessary to perform the Work in strict compliance with all applicable federal laws, the current municipal codes, together with all applicable state, county or municipal building codes, rules and regulations.

9.15.2 General Environmental Compliance.

- (i) Contractor and its subcontractors, materialmen and laborers of any tier shall fully comply with all applicable federal, state and local environmental and natural resource laws, rules and regulations. Contractor shall solely be responsible for and shall defend, protect, indemnify and hold Owner harmless from and against any and all claims, losses, costs, penalties, attorney and consultant fees and costs, and damages, including, without limitation, consequential damages, arising from or related to the failure of the Contractor or its subcontractors, materialmen or laborers of any tier to comply with any federal, state and local environmental and natural resource laws, rules and regulations, including ordinances and policies.
- (ii) Contractor is solely responsible for the proper use, storage and handling of all materials, including but not limited to potential pollutants, used in the Work, and for the generation, handling and disposal of all wastes resulting from the Work, in full compliance with all applicable federal, state and local laws, rules and regulations. In addition, Contractor shall immediately notify Owner if Contractor subcontractors, materialmen or laborers of any tier generate more than 100 kilograms of hazardous waste in any one month onsite.
- (iii) Contractor and its subcontractors, materialmen and laborers of any tier must not cause any unpermitted impacts to wetlands, waters or designated protected areas, whether located at the Project, offsite, or in any way associated with the Work.
- (iv) Contractor and its subcontractors, materialmen and laborers of any tier must minimize any vehicle or equipment fueling, washing, maintenance or repair on the jobsite and such activities should not result in run-off or releases onto the ground or off the Project or into a storm water management or conveyance system.
- (v) Contractor will take immediate steps, at Contractor's sole expense, to remediate in full compliance with and to the full extent required by applicable laws, rules and regulations, any release or discharge by Contractor and any of its subcontractors, materialmen or laborers of any tier, of any hazardous or other regulated substance, whether on or off the Project while acting on behalf of or within the Work, including but not limited to dust emissions for which Contractor shall be responsible and shall, at its cost, regulate and control in accordance with all applicable rules and regulations. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors, materialmen, laborers of any tier.
- (vi) In the event that Contractor fails to correct any non-compliance with this Section 9.15 within five (5) days of written notice from Owner, Owner may, without assuming any liability therefor, correct such non-compliance and charge the costs of such correction to Contractor, through setoff of any amount which may be due Contractor

under this or any other agreement, or otherwise, including, but not limited to repair and remediation costs, and penalties and fines for noncompliance.

- (vii) All materials placed onsite or transported to and from the Project and all controlled substance emissions, including dust, by Contractor or Contractor's agents shall be at the risk and sole responsibility of Contractor.

9.15.3 Storm Water Management.

- (i) Contractor and Contractor's agents shall comply with the Federal Water Pollution Control Act of 1972, as amended, (the "Clean Water Act" or "CWA"), and all federal, state and local laws, regulations, ordinances, and policies relating to storm water pollution, sedimentation control and erosion control. Owner, in accordance with Paragraph 402(p) of the CWA, which establishes a framework for regulating storm water discharges under the National Pollution Discharge Elimination System ("NPDES") Program, has developed an erosion, sedimentation and storm water pollution control and prevention plan (a "SWPPP") for the Project in order to control erosion and storm water discharges and to prevent certain non-storm water discharges. Contractor and its subcontractors, materialmen or laborers of any tier shall at all times comply with the NPDES Permit(s) and the SWPPP. Contractor shall solely be responsible for and shall irrevocably defend, protect, indemnify and hold Owner harmless from and against any and all past, present or future claims of any kind or nature, at law or in equity (including, without limitation, claims for personal injury, property damage or environmental remediation or restoration), losses, costs, penalties, obligations, attorney and consultant fees and costs, and damages, including, without limitation, consequential, special, exemplary and punitive damages contingent or otherwise, matured or unmatured, known or unknown, foreseeable or unforeseeable, arising from or in any way related to the failure to comply with the Clean Water Act, any federal, state and local laws, rules and regulations, including ordinances and policies, relating to storm water pollution and erosion and sedimentation control and/or the SWPPP by the Contractors, its subcontractors, materialmen or laborers of any tier. Such failure shall constitute a material breach of this Agreement. Contractor will be liable for all fines and violations arising from its operations or operations of its subcontractors or materialmen. In the event that multiple contractors are working onsite the Owner at its sole discretion may assess the violation to each contractor as Owner sees fit.
- (ii) Contractor shall require Contractors, subcontractors and materialmen of any tier to immediately notify Contractor and Owner of any source pollutants that Contractors, subcontractors and materialmen of any tier intend to use on the Project that are not identified in the SWPPP, and shall require that each of Contractors, subcontractors and materialmen of any tier on the Project immediately notify Contractor and Owner of any corrections or recommended changes to the SWPPP that would reduce or eliminate the discharge of pollutants and/or sediments from the Project. Contractor shall immediately notify Owner if it observes, discovers and/or becomes aware of (i) any spill of any hazardous or toxic substance or material or other pollutants on the Project, (ii) any discharge of any hazardous or toxic substance or material or other pollutants into or on the Project which leaves the Project or is capable of being washed from the Project during a rain event, or (iii) any failure by any party to comply with the requirements of the SWPPP, the Clean Water Act, and/or any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion control.
- (iii) Notwithstanding anything to the contrary contained herein, Owner shall have the right, but not the obligation, to immediately remedy any violation of the CWA, any federal, state or local laws, regulations, ordinances, or policies relating to storm water pollution or erosion and sedimentation control, and/or the SWPPP for which Contractor is responsible, without the necessity of providing Contractor with any notice or right to cure. Should Owner remedy any such violation, Owner shall have the right to back-charge Contractor for the costs to remedy the violation, and Owner shall have all rights and remedies available to Owner under the Agreement.

10. Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. The conduct and control of the Work will be solely with Contractor, subject to its duty to consult with Owner and subject to the terms and conditions of this Agreement. Contractor is not to be considered an agent or employee of Owner for any purpose. Contractor is responsible for the manner, means and methods of timely completing the entirety of the Work; hiring, training, supervising/controlling, disciplining, firing and scheduling its own employees; withholding appropriate amounts for federal, state and local taxes; and providing benefits to employees, including, but not limited to, workers' compensation benefits. Owner shall not, under any circumstances, be liable for wages, federal and state employment taxes, benefits or workers' compensation to employees of Contractor, or any of its subcontractors, materialmen or laborers of any tier.

11. Defense. Contractor shall, with respect to all Work which is governed by or incidental to this Agreement, defend Owner, or their agents, employees, assigns or representatives of, to the fullest extent permitted by law at the Contractor's full expense, from, and against any and all demand, claim, liability, loss, damage, cost, expense and attorneys' fees arising directly or indirectly from the Work or from Contractor's acts, omissions or operations under this Agreement or which occur on or with respect to the Work on the Project, including, but not limited to, losses, damages and claims relating to or resulting in bodily injury and death and physical damage and loss, and further including all such expenses incurred in any attempt to enforce this defense provision.

11.1 Contractor's duty to defend under this Section 12 is independent and separate from its duty to indemnify and hold harmless, and the duty to defend exists regardless of any ultimate liability of Owner and/or any indemnified party. The duty to defend arises immediately upon presentation of a claim by any person or entity with written notice of such claim being provided to the Contractor.

11.2 Contractor's defense obligation hereunder shall extend to claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated and that any action against the defended parties for such matters which are defended hereunder are fully and finally barred by applicable laws.

11.3 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

12. INDEMNIFICATION. CONTRACTOR SHALL, WITH RESPECT TO ALL WORK WHICH IS GOVERNED BY OR INCIDENTAL TO THIS AGREEMENT, INDEMNIFY (THROUGH LEGAL COUNSEL ACCEPTABLE TO OWNER) AND HOLD OWNER AND ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, LENDERS AND ANY OTHER PARTY IN INTEREST DESIGNATED BY OWNER, OR THEIR AGENTS, EMPLOYEES, ASSIGNS OR REPRESENTATIVES (COLLECTIVELY, REFERRED TO AS "INDEMNITEES") HARMLESS FROM AND AGAINST ANY DEMAND, CLAIM, LIABILITY, LOSS, DAMAGE, COST, EXPENSE AND ATTORNEYS' FEES ARISING DIRECTLY OR INDIRECTLY FROM THE WORK OR FROM CONTRACTOR'S ACTS, OMISSIONS OR OPERATIONS UNDER THIS AGREEMENT OR WHICH OCCUR ON OR WITH RESPECT TO THE WORK ON THE PROJECT, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES AND CLAIMS RELATING TO OR RESULTING IN BODILY INJURY AND DEATH AND PHYSICAL DAMAGE AND LOSS, AND FURTHER INCLUDING ALL SUCH EXPENSES INCURRED IN ANY ATTEMPT TO ENFORCE THIS INDEMNIFICATION PROVISION. CONTRACTOR SHALL INDEMNIFY AND DEFEND OWNER UNDER THIS SECTION REGARDLESS OF CONTRACTOR'S NEGLIGENCE OR LACK THEREOF FOR CLAIMS BY THIRD-PARTIES AGAINST OWNER ARISING OUT OF OR RELATED TO THE WORK; PROVIDED, HOWEVER, THAT CONTRACTOR SHALL NOT BE OBLIGATED UNDER THIS AGREEMENT TO INDEMNIFY THE INDEMNITEES WITH RESPECT TO DAMAGES WHICH ARE ULTIMATELY DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE DUE SOLELY TO THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNITEES. THIS INDEMNITY EXPRESSLY INDEMNIFIES OWNER AGAINST ALL LIABILITY, CLAIMS, SUITS, DAMAGES, LOSSES OR JUDGMENTS OR EXPENSES, INCLUDING ATTORNEYS' FEES AND EXPERT AND INVESTIGATIVE FEES AND COSTS, WHICH CONTRACTOR MIGHT INCUR BECAUSE OF CONTRACTOR'S FAILURE TO DISCOVER OR REMEDY A DANGEROUS CONDITION CREATED BY CONTRACTOR.

12.1 ALL INDEMNIFICATIONS, WARRANTIES, GUARANTEES AND OBLIGATIONS GIVEN IN ACCORDANCE WITH THIS AGREEMENT OR THE CONTRACT DOCUMENTS SHALL SURVIVE FINAL PAYMENT, COMPLETION AND ACCEPTANCE OF THE WORK AND TERMINATION OR COMPLETION OF THIS AGREEMENT.

12.2 UNDER NO CIRCUMSTANCES SHALL THE INSURANCE REQUIREMENTS AND LIMITS SET FORTH IN THIS AGREEMENT BE CONSTRUED TO LIMIT CONTRACTOR'S INDEMNIFICATION OBLIGATIONS OR OTHER LIABILITY HEREUNDER. CONTRACTOR WAIVES ANY RIGHTS OF SUBROGATION AGAINST OWNER AND SHALL REQUIRE CONTRACTOR'S AGENTS TO WAIVE SUBROGATION RIGHTS AGAINST CONTRACTOR.

12.3 Limitations on Obligations & Florida Statutes, Section 725.06: With regard to any and all claims, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall not be limited in any way by any limitation on the amount or type of damages, compensation, insurance requirements and limits set forth in Section 14, or benefits payable by/for Contractor or any subcontractor under workers' or workmen's compensation acts, disability acts or other employee benefits acts. Notwithstanding the foregoing, Contractor's obligation to indemnify, defend and hold harmless the Indemnitees shall be limited to the greater of:

- (a) a maximum of Five Million and No/100 Dollars (\$5,000,000.00); or
- (b) the amount of the Contract Price; or
- (c) the maximum amount of recovery available to the Contractor under any and all policies of insurance and applicable to any claim(s).

The parties agree and acknowledge that this limitation bears a reasonable commercial relationship to this Agreement and the services being provided hereunder, and this indemnity clause is intended to comply with the Florida laws on indemnity and specifically to comply with Florida Statutes, Section 725.06, including any amendments thereto, and is to be interpreted in such a way as to be fully enforceable. If any word, clause or provision of this Agreement is determined not to be in compliance with Florida Statutes, Section 725.06, including any amendments thereto, it shall be ineffective and the remaining words, clauses and provisions shall remain in full force and effect.

12.4 CONTRACTOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER SHALL EXTEND TO CLAIMS OCCURRING AFTER THIS AGREEMENT IS TERMINATED AS WELL AS WHILE IT IS IN FORCE, AND SHALL CONTINUE UNTIL IT IS FINALLY ADJUDICATED THAT ANY AND ALL ACTIONS AGAINST THE INDEMNITEES FOR SUCH MATTERS WHICH ARE INDEMNIFIED HEREUNDER ARE FULLY AND FINALLY BARRED BY APPLICABLE LAWS.

12.5 Contractor shall be responsible for the safety of Contractor's agents, employees, independent contractors and suppliers and visitors. Contractor shall indemnify, defend, hold Owner harmless against all loss, damage, claims, liabilities, and cost or property damage suffered by contractor or contractor's agents, subcontractors, employees, independent contractors or suppliers.

12.6 Contractor shall defend, protect, indemnify and hold Owner harmless from and against all claims, liability, costs, expenses and other losses arising by reason of any liens for labor and/or materials furnished to the Project, arising from the Work.

12.7 Contractor hereby waives all rights to file claims, lawsuits or other proceedings and to make any demand or assertion of liability against Owner or any of the other Indemnitees for any injury, damage or death that Contractor or any of Contractor's employees, invitees, suppliers, subcontractors, or agents may suffer or incur on the Project or related to the Work or the Project in any manner, as Contractor shall be solely responsible to insure against all such matters. Furthermore, Contractor hereby agrees to indemnify, defend and hold Owner harmless from any and all claims, lawsuits, proceedings, demands and assertions which may be filed contrary to the waiver contained in the preceding sentence.

12.8 If any obligation found in this Agreement is invalid, the Parties agree to allow a court to reduce the amount as authorized by applicable state law.

12.9 Contractor Liability. Contractor shall secure and protect all material, equipment and completed portions of the Work within its control and shall be liable for all theft, vandalism, loss or damage of any kind in connection therewith at any time prior to the final completion and acceptance of the Work by Owner. Contractor shall reimburse Owner on demand for all damage to other work, material, supplies or equipment located on the Project caused by Contractor in the performance of the Work, including Contractor's failure to secure and protect as set forth herein. Contractor agrees to indemnify Owner against all costs or claims for transportation of laborers, materials and equipment to and from the Project and for all incidental expenses in connection with the Work performed by Contractor. Contractor agrees to protect, indemnify and hold Owner harmless against any and all liens and claims of persons claiming to have performed labor or to have furnished materials or services in connection with this Agreement or that portion of the work which is performed by Contractor or any employee or Contractor, or any subcontractor or supplier.

13. Insurance. Contractor shall procure and maintain, at its sole cost and expense, the following insurance coverage: During the term of the Agreement, the Contractor must procure and maintain, at its own expense, insurance of the kinds and in amounts not less than specified below. Such insurance must be placed with an insurance company or companies and in a form acceptable to Owner. Certificates of Insurance evidencing these coverages shall include the activities and operations conducted by the Contractor under this Agreement, and any other person performing work on behalf of the Contractor shall be maintained from the commencement of the performance of the Work by the Contractor until the end of the applicable warranty period; and must be submitted to Owner prior to Contractor entering upon the Project to perform the Work.

13.1 Contractor shall procure and maintain, in force throughout the period of time it is performing any Work for Owner, at its sole cost and expense, Commercial Umbrella Liability Insurance to provide excess coverage above the Commercial General

Liability, Commercial Business Automobile Liability and the Workers' Compensation and Employer's Liability to satisfy the minimum limits set forth in this section.

13.2 All Insurance.

13.2.1 AM Best rating at least A-VIII

13.2.2 Thirty (30) day notice to Owner for non-renewal, cancellation and/or material change in coverage (ten (10) days for non-payment of premium) required.

13.2.3 Occurrence basis (except professional liability)

13.3 Worker's Compensation – Contractor shall procure and maintain, in force throughout the period of time it is performing any work for Owner, at its sole cost and expense, workers compensation and; unemployment insurance coverage and Occupational Disease Coverage (if applicable) in such amounts and upon such terms as is required by Owner and/or all applicable laws of the state where the Work is being performed, whichever is greater. Such insurance coverage shall be in accordance with the policy requirements established in this section.

13.3.1 Workers Compensation – Statutory Amount of Coverage with waiver of subrogation in favor of the additional insureds.

13.4 Contractor's Liability.

13.4.1 Commercial General Liability – The limits of liability shall not be less than:

Two Million and No/100 Dollars (\$2,000,000.00) General Aggregate Limit
One Million and No/100 Dollars (\$1,000,000.00) Each Occurrence
Two Million and No/100 Dollars (\$2,000,000.00) Contractual Liability
Two Million and No/100 Dollars (\$2,000,000.00) Completed Operations / Aggregate

13.4.2 Employers' Liability:

Bodily Injury by Accident: One Million and No/100 Dollars (\$1,000,000.00) each accident
Bodily Injury by Disease: One Million and No/100 Dollars (\$1,000,000.00) each employee

13.4.3 When Using Leased Employees: Presentment of a certificate of insurance evidencing worker's compensation insurance which demonstrates that the employees are covered through the leasing company. A second certificate of insurance evidencing a separate worker's compensation policy for any employee not covered by the leasing company's insurance. The policies must be through the same insurance company and must have different policy numbers. A declaration page for the contractor's own policy is required.

13.4.4 Coverage must include a waiver of subrogation endorsement. The proprietor, partners, employees, agents, officers, and executive officers of the Contractor must be included under the coverage.

13.4.5 ISO or comparable Occurrence Form (modified occurrence and claims made forms are not acceptable).

13.4.6 Bodily injury and property damage coverage including but not limited to products/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this Agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, owners and contractors protective liability, damage from explosion, collapse and underground hazards, and cross-liability and severability of interest clauses.

13.4.7 CG 2010 (11/85) or equivalent, Additional Insured Endorsement or a substitute form or similar coverage providing coverage equal to or greater than said form which would at a minimum provide additional insured status with respect to “bodily injury” or “property damage” arising out of Contractor’s Work pursuant to the Contract Documents and which provides coverage both during operations and during the products completed operations hazard period in favor of Owner, its affiliates and subsidiaries, on a primary and non-contributory basis. General liability coverage will continue to apply to “bodily injury” and to “property damage” occurring after all work or operations on the Project of the covered operations to be performed by or on behalf of the additional insureds has been completed and will continue after that portion of “your work” out of which the injury or damage arises has been put to its intended use. Additional Insured Endorsements must be attached to the certificate evidencing all coverage requirements. Additional Insured Endorsements for Completed Operations are not necessary for engineering, geotechnical, surveying and architectural consulting services.

13.4.8 Subsidence coverage (not applicable to engineering, geotechnical, surveying, sanitary services and similar consulting services).

13.4.9 Two Million and No/100 Dollars (\$2,000,000.00) blasting collapse and underground (for contractors that perform excavation and blasting related services).

13.4.10 No exclusionary language or limitations relating to residential, condominiums, multi-family or multi-unit dwellings.

13.4.11 No exclusionary language or limitations relating to the scope of coverage for liability arising from pollution, mold or fungus, or arising from the use of EIFS, DEIFS or similar products

13.4.12 A provision that defense costs are paid in excess of limits and do not deplete any policy limits.

13.4.13 Additional Insureds to be named as “ _____, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders”.

13.4.14 A waiver of subrogation in favor of the additional insureds shall apply.

13.4.15 A deductible or self-insured retention of no more than Five Thousand and No/100 Dollars (\$5,000.00) as to Contractor and no deductible or self-insured retention as to any additional insured.

13.4.16 Coverage will not be limited to vicarious liability and will extend to (and there will be no endorsement limiting coverage for) the negligent acts, errors or omissions of Contractor in connection with or relating to the Work.

13.4.17 A per project aggregate must be shown on the certificate of insurance.

13.4.18 Two Million and No/100 Dollars (\$2,000,000.00) Umbrella policy to provide excess coverage over the auto liability, general liability and employer’s liability.

13.5 Commercial Auto Coverage –Auto liability in a combined amount of not less than One Million Dollars (\$1,000,000.00) per accident for bodily injury, including death, and property damage on each vehicle that the Contractor and its servants, agents, assignees or employees may use at any time in connection with the performance of the Work, including, but not limited to, owned autos, hired and non-owned autos, or operated by the Contractor and its servants, agents, assignees or employees. (Auto insurance applies to personal vehicles used by Contractor or Contractor’s agents.) The certificate of insurance must reflect that the auto insurance insures a vehicle driven by the Contractor and Contractor’s agents.

13.6 Business Auto Liability – covering any automobile, including hired and non-owned autos.

13.6.1 Additional Insureds to be named as “ _____, and its subsidiaries, affiliated and successor companies, members, officers, managers, directors, agents, servants, employees, partners and stockholders”.

13.6.2 In the event that Contractor’s employees use non-owned autos which cause damage or are damaged on the Project, then Contractor’s employees shall look solely to their own auto liability insurance to cover such claims and thereafter Contractor will be responsible for any additional liability or costs incurred due to such damage. Further, if Contractor’s employees do not have auto liability insurance, or the claim exceeds such employee’s insurance limits, Contractor shall be responsible for any additional liability or costs incurred due to such damage. In the event that a claim for damage to an automobile is brought against Owner, then Contractor hereby agrees to indemnify, defend and hold Owner harmless from any such damages, costs, or claims.

13.7 Contractor’s Equipment: Contractor will, at all times, maintain a contractor's equipment all-risk policy insuring inventories, tools, equipment, products, supplies, etc., owned, rented or leased and will assume full responsibility for loss or damage by any cause whatsoever while on the Project. Such insurance shall include a waiver of subrogation against Owner.

13.8 Riggers Liability: If required, Riggers Liability insurance to insure against physical loss or damage to the Project and surrounding property or equipment involving rigging, hoisting, lowering, raising or moving of property or equipment of others.

13.9 Miscellaneous:

13.9.1 All policies (where allowed by law) must contain an endorsement affording Owner an unqualified thirty (30) days’ notice of cancellation, nonrenewal, expiration or reduction in coverage. Not less than thirty (30) days prior to expiration, cancellation or termination of any such policy, the Contractor shall supply Owner with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal and said original policy. Said new and replacement endorsements shall be endorsed in favor of Contractor as set forth above.

13.9.2 At the time of a loss, Contractor shall promptly provide Owner with a written report of the loss.

13.9.3 In the event of any reduction or exhaustion of any aggregate annual limit of liability or any general aggregate policy limit of liability, Contractor shall then obtain additional insurance to replenish the limits of liability herein provided.

13.9.4 Contractor shall require that each of its subcontractors, materialman or laborers to also separately maintain all insurance coverages that Contractor is required to maintain herein. Any and all other Commercial General Liability policies or coverages obtained, maintained or otherwise available to Contractor which include or are applicable to Owner as an additional insured shall also cover liability arising out of or related to the Work and the labor and materials provided for under this Agreement and shall be primary and non-contributory.

13.9.5 Contractor’s obligation to carry insurance as herein provided shall not limit or modify in any way any other obligation of Contractor under this Agreement, including, without limitation, the obligations of Contractor under this Agreement or Contractor’s indemnification, warranty obligations or other liability in any manner. The requirements merely represent the minimum amounts of insurance coverage required to be maintained by Contractor.

13.9.6 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insureds.

13.9.7 In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

13.9.8 Contractor shall maintain "all risk" insurance on a replacement cost basis, covering loss or damage to property (for which it has title and/or risk of loss) which becomes a final part of the Project during its off-Project sites, in transit and while stored or worked upon away from the Project site.

13.9.9 All required insurance policies shall contain no endorsements that restrict limits of liability to additional insureds and shall have coverage forms which are acceptable to Owner. Nor shall there be any limitation or exclusions as respects to the additional insured coverage for claims involving Bodily Injury of a Contractor's employees or of any other third party. If requested, Contractor shall provide certified copies of all such policies to Owner within thirty (30) days of such request.

13.9.10 If Contractor fails to secure and maintain the required insurance, Owner shall have the right (without any obligation to do so, however) to secure same in the name and for the account of the Contractor, in which event the Contractor shall pay the costs thereof and furnish upon demand all information that may be required in connection therewith.

13.9.11 Certificates of Insurance, including copies of policy endorsements listed below, evidencing required coverage shall be delivered to Owner prior to the Contractor commencing any Work or services.

13.9.12 All coverage shall be afforded to the Additional Insureds whether or not a claim is in litigation.

13.9.13 All insurance shall be issued by a company with an A.M. Best rating of at least A-/VIII.

13.9.14 There shall be no endorsement, exclusion or modification relating to pollution, explosion, collapse, underground property damage, Blanket Contractual Liability, or Broad Form Property Damage coverage or work performed by Contractor. All coverage shall be placed with an insurance company duly admitted in the State where the Project is located and shall be reasonably acceptable to Owner.

13.10 Waiver of Subrogation: Contractor shall obtain from each of its insurers a waiver of subrogation on Commercial General Liability and Workers Compensation in favor of Owner with respect to Losses arising out of, or in connection with, the Work.

13.11 Occurrence form shall not be modified.

13.12 Contractual liability coverage shall be included.

13.13 Coverage for all residential attached and unattached buildings.

13.14 If the services of a company are used to insure its worker's compensation exposure, the following documents must be delivered to Owner before any work can be performed on the Project:

13.14.1 Certificate of insurance evidencing that the Contractor's employees at the Project are covered through the leasing company.

13.14.2 If applicable, a second certificate of insurance evidencing that the Contractor has purchased its own separate worker's compensation insurance policy for any employees not covered by the leasing company's insurance. It is imperative that this second policy be insured through the same insurance company as the leasing company and that the second policy has a different policy number from that of the leasing company.

13.14.3 A declaration sheet (the cover page of the policy) from the Contractor's own policy.

13.15 The following must be attached to this Agreement prior to the start of Work and shall become part of the Documents which constitute the Agreement in whole:

13.15.1 Certificate of Worker's Compensation and Employers Liability Insurance;

13.15.2 Business Automobile Insurance;

13.15.3 Certificate of Commercial General Liability Insurance;

13.15.4 W-9; and

13.15.5 Independent Contractor Exemption Certificate (If not incorporated) or Documentation of Incorporation.

13.16 If any obligation found in this Agreement is invalid, the parties hereto agree to allow a court to reduce the amount as authorized by applicable state law.

13.17 As used in this Agreement, the term "business day(s)" shall mean any day other than a Saturday, Sunday or legal holiday in the state in which the Project is located.

13.18 Owner reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Owner's opinion, operations by or on behalf of Contractor create higher than normal hazards and to require Contractor to name additional parties in interest to be additional insured.

14. Labor Matters.

14.1 Employees. Contractor will not employ any workman to perform the Work whose employment is reasonably objected to by Owner.

14.2 Compliance with Union Regulations. Contractor agrees that the Work performed by it, its subcontractors, materialmen and laborers, shall be performed by such persons as are acceptable under any and all applicable union requirements. To the extent applicable to Contractor, Contractor further agrees to comply with all of the provisions of all master and/or short form labor agreements now in existence and any revisions or extensions of such agreements.

14.3 Labor Disputes. Contractor agrees to exercise good faith and best efforts to prevent labor disputes at the Project and agrees to cooperate fully with Owner in every manner possible to resolve labor trouble, and mitigate its impact on the Project, if necessary. Contractor agrees that in the event the Work is stopped, delayed or interfered with as a result of the actions of the employees of Contractor or by a labor dispute directly affecting Contractor, Owner may terminate this Contract or cause the remaining work to be performed by another contractor.

14.4 Unemployment Insurance and Other Benefits. Contractor shall be solely liable for the payment of any and all contributions or taxes for unemployment insurance, and for any benefits for its employees required by any governmental entity.

14.5 Withholding Taxes. Contractor shall have sole liability for the collection and payment to all governmental entities of payroll withholdings for Contractor's employees.

14.6 Performance of Work. In the performance of Work, Contractor shall only employ qualified laborers, materialmen, and subcontractors to perform the Work, shall not employ any person who is disorderly, unreliable or otherwise unsatisfactory, and shall immediately remove or replace any such person upon notice from Owner. In connection with performance of the Work, Contractor shall not to discriminate against any employee or applicant for employment because of race, color, sex (including sexual orientation and gender identity), age national origin, disability and/or any other class or status protected by the law.

14.7 Labor Harmony. Contractor shall maintain labor harmony on the Project, and shall not employ any means, materials or equipment which may cause strikes, work stoppages or any disturbances of Contractor's agents. Contractor shall perform Work with labor that is compatible with that of other trades performing Work at the Project, and Contractor shall exercise all due diligence to address any strike or other labor dispute or action. Any strike or other labor difficulties shall not be considered an excusable delay for which the Contract Time will be extended, if such labor difficulties are caused by the action or inaction of Contractor.

14.8 Verification to Work. Contractor is solely responsible for ensuring that each of its employees and the employees of any subcontractor or materialmen are eligible to work in the United States in compliance with the applicable immigration laws. Contractor shall not knowingly or negligently hire, use, or permit to be hired or used, any person not eligible to work legally in the United States in the performance of the Work.

14.8.1 Contractor states that it is and will remain compliant with applicable immigration laws. To the full extent permitted by law, Contractor agrees to defend, indemnify and hold harmless Owner from and against any claim, cost, expense, or liability caused by, arising out of, resulting from, or occurring in connection with Contractor not being in compliance with federal, state and local immigration laws, including knowingly hiring and/or continuing to employ its subcontractors or materialmen workers who are not lawfully authorized to be hired or employed.

15. Quality Inspection and Correction of Work.

15.1 Contractor is solely responsible for the finished quality of all Work including work by subcontractors, materialman, laborers, and/or other agents of Contractor. Contractor shall make efficient use of all labor and materials for the Project, and shall perform the Work in a good and workmanlike manner, free from defects, in compliance with the Contract Documents, applicable laws, and all manufacturer's recommendations, installation guidelines and specifications, and to the complete satisfaction of Owner, Engineer, inspectors and/or the authority having jurisdiction over the Work. Without limiting the generality of the foregoing, all Work to be performed by Contractor shall meet or exceed industry standards for such construction in the same geographic area.

15.2 Contractor shall thoroughly inspect all Work and materials for quality and completion. Contractor shall schedule all inspections relative to any Work and shall perform any tests necessary to receive inspection approval. Contractor shall be solely responsible for and pay all re-inspection fees. In addition, Owner may from time to time hire third party inspectors, and Contractor shall cooperate with such inspectors and make corrective Work as they require, at no additional cost to Owner.

15.3 Contractor shall promptly correct all Work which Owner, Engineer and/or any inspectors in their sole discretion, deem to be deficient, defective, or as failing to conform to the Contract Documents, applicable laws, all manufacturer's recommendations, installation guidelines and/or specifications. Contractor shall bear all costs of correcting such rejected Work without any increase in the Contract Price. Owner may nullify any previous approval of Work if it subsequently determines that the Work is defective or not in strict compliance with the Contract Documents or is otherwise non-compliant.

15.4 Should Owner exercise any of its options, remedies or rights granted it pursuant to the terms of this Agreement in the event of any material failure of performance, default or other material breach by Contractor, Owner at its sole election may, but shall not be obligated to: (a) use any materials, supplies, on the Project which belong to Contractor to complete the Work required to be completed by Contractor, whether such Work is completed by Owner or by others, and Contractor agrees that it shall not remove such materials, supplies, tools and equipment not incorporated into the Work from the Project unless directed in writing by Owner to do so; (b) remove Contractor from the Project; and/or (c) accept assignment of any or all of the contracts which Contractor has with any subcontractors, materialman, or laborers, true and complete copies of which (including all modifications and change orders) shall be provided immediately upon Owner's request. In exercising its rights under this paragraph, Owner shall only be acting as the authorized agent of Contractor and Owner shall not incur any independent obligation in connection therewith. If Contractor disagrees with Owner's determination that any Work fails to meet the quality or completeness required or otherwise fails to meet the requirements of this Agreement, such disagreement shall not be subject to dispute resolution under section 21 herein, but instead, the quality of the Work, its completeness, conformance to Plans and compliance with this Agreement shall be determined by Engineer, or by another party chosen by Owner, and the determination of such person shall be binding on the parties thereto without appeal. The non-prevailing party in any such dispute shall bear the cost of the above-referenced person's inspection and determination.

16. Warranties; Warranty Work and Performance Standards. Contractor warrants and guarantees to Owner that: (a) all materials incorporated into the Project, except materials provided by Owner, shall meet or exceed the requirements of all applicable laws and shall be new, free from defect, of good quality and free of liens, security interest, claims or encumbrances; and (b) all other materials, except materials provided by Owner, used by Contractor in the performance of any Work, and all Work, shall be in strict accordance with or exceed the requirements of all applicable laws and the Contract Documents.

16.1 Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following shall constitute an acceptance of Work that is not in accordance with the Contract Documents nor should the following act as a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion or any payment related thereto by Owner;
4. the issuance of a certificate of completion by the authority having jurisdiction over the Work;
5. use or occupancy of the Work or any part thereof by Owner;
6. any acceptance by Owner or any failure to do so;
7. any review and approval of a shop drawing or sample submittal or the issuance of a notice of acceptability by Engineer;
7. any inspection, test, or approval by others; or
8. any correction of defective Work by Owner.

16.2 Contractor warrants that the Work will be free from defects, strictly conform to the Contract Documents, and strictly comply with all applicable laws for the greater of: (i) a period of 2 years following the date of Substantial Completion or Certificate of Completion of the Work, whichever date comes later; or (ii) the period of time required by statutory or regulatory warranty periods imposed by the applicable jurisdiction ("Warranty Period").

16.3 If, during the Warranty Period, the Work and/or materials, except materials provided by Owner, do not comply with the warranties set forth in this Section 17 and/or elsewhere in the Agreement, then Contractor at its sole cost, shall promptly repair or replace the non-compliant or defective Work, within (i) seventy-two (72) hours after notice to do so; or (ii), a shorter time period as demanded by Owner, as is reasonable in the event of any emergency. Owner, in its sole and absolute discretion, shall determine whether an emergency exists. If Contractor fails to initiate proper corrective action within the time required herein, the problem may be corrected by Owner, at Contractor's sole cost.

16.4 Repairs and replacements made by Contractor hereunder shall be made in a diligent first-class manner with as little inconvenience as possible to Owner, its Homebuyers and other contractors. Contractor shall bear all costs arising out of defects in the Work, including without limitation, all costs of detection, correction or delay, Owner's personnel and other costs allocable to troubleshooting, administration and the like, re-testing and reinspection costs, any consequential or other damages suffered by Owner (or its Homebuyer) and the cost of repairing or replacing all other work adversely affected. Neither repairs nor replacements shall be deemed to be complete until the defect or nonconformity has been permanently corrected.

16.5 The Warranty Period for any corrected portion of the Work shall be extended until two (2) years after each correction required pursuant to this Section 17. The warranties provided herein are in addition to other contractual, implied and statutory warranties. Notwithstanding the above, nothing contained in this Agreement shall be deemed to limit Contractor's liability for latent or patent defects or limit any statutory or implied warranties and it has no relationship to the time within which other obligations of Contractor under the Contract Documents may be enforced. All warranty provisions contained herein shall survive termination or expiration of this Agreement and final completion of the Work.

17. Prevention of Liens and Lien Waivers.

17.1 Contractor will pay when due, all claims for labor and/or materials furnished to the Project as part of the Work, and all claims made by any benefit trust fund pursuant to any collective bargaining agreement to which Contractor may be bound, to prevent the filing of any liens, construction lien, stop notice or bond claim or any attachments, levies, garnishments, or suits (collectively "Liens") involving the Project. Contractor agrees within ten (10) days after notice, to take whatever action is necessary to terminate the effect of any Liens, including, but not limited to, filing or recording a release, satisfaction or lien transfer bond. Contractor may litigate any Liens, provided Contractor causes the effect thereof to be removed from the Project, or any other of

Owner's property or operations, by the proper means, including, but not limited to, Contractor's filing of a lien transfer bond, cash bond or surety bond as Owner may deem necessary.

17.2 If Contractor fails to pay and discharge when due, any bills or obligations of any kind or nature whatsoever incurred by Contractor by reason or in the fulfillment of this Agreement, whether or not Liens have been or may be placed or filed with respect thereto, which bills or obligations in the opinion of Owner are proper, Owner, at Owner's option but without being obligated to do so, may pay all or any part of such bills or obligations, for Contractor's account and/or Owner may, at its sole discretion, issue payment jointly to Contractor and the applicable third party. Any direct or joint payment is solely at the discretion of Owner and shall be deemed as a payment towards the obligations of this Agreement. **Contractor hereby expressly waives and releases any claim and/or right of redress or recovery against Owner by reason of any act or omission of Owner in paying such bills or obligations, and nothing herein shall be deemed to mean Owner assumes any liability towards Contractors, or its subcontractors, laborers or materialmen.**

17.3 Contractor shall pay to Owner upon demand all amounts that Owner may pay in connection with the discharge and release of any Lien, including all costs related thereto.

17.4 Contractor intends to furnish Work and/or materials in the construction, repair and/or replacement of improvements upon real property owned by Owner.

- (i) Contractor represents and warrants that it has not assigned and will not assign any claim for payment or any right to perfect a Lien against said Work, real property, or the improvements thereon, to any third person, including without limitation any lender or factoring company. Contractor agrees that any such attempted assignment shall be invalid and not enforceable. Such attempted assignment shall be deemed a material default of Contractor's obligations under this Agreement. Contractor shall include substantially identical language to this Section in all subcontracts or material supply agreements for Work and/or materials.
- (ii) In addition to any notices required by applicable law, Contractor also agrees to provide Owner with advance notice before placing or filing any Lien against any real property upon which Work is performed and/or materials are delivered, used and/or installed. Such notice shall be served on Owner in written form at least ten (10) business days in advance of the placement or filing of any Lien, or as much in advance of placement or filing of any Lien as is reasonably practical under applicable laws. If the potential Lien issue is still not resolved, then three (3) business days in advance of the placement or filing of any Lien, Contractor shall make reasonable efforts to contact Owner's Authorized Representative via telephone.

17.5 Lien Waivers. Contractor as a strict condition precedent to receipt of payment hereunder, shall furnish Owner with all releases and waivers of liens for itself and from subcontractors, materialmen and laborers of any tier, as provided for in the Contract Documents and in the form contained in Exhibits D-1 to D-4. Owner shall have no obligation to issue joint checks, and it shall be the responsibility of Contractor to obtain such lien waivers prior to receiving payment from Owner.

17.6 Clean up. Upon completion of the Work, Contractor shall remove from the Project all equipment, materials, supplies, storage sheds, work shops and offices brought to the Project by Contractor and which are not incorporated into the Project. During performance of the Work, Contractor shall clean up to the satisfaction of Owner all rubbish and debris resulting from the Work. If Contractor refuses or fails to perform such clean up to the satisfaction of Owner, Owner may proceed with such clean up and charge Contractor for the actual cost of the clean up.

17.7 Project Closeout. Upon completion of the Work, or at such other time as Owner deems appropriate, Contractor shall submit as-built drawings of all portions of the Work provided for in paragraph 9.6 herein, warranties, operation manuals, maintenance instructions, owner's manuals and other documents reasonably requested by owner. Those items shall be submitted in the proper quantity and format as a condition precedent to final payment being made by Owner.

18. Termination.

18.1 Termination for Convenience. Without waiving any other rights under this Agreement or applicable law, Owner reserves the right to terminate this Agreement, without cause and at any time, for Owner's convenience by seven (7) days written notice to Contractor. Unless the notice directs otherwise, upon receipt of such notice, Contractor shall immediately discontinue the

Work and the placing of orders for materials in connection with the Work, and if requested, shall make every effort to procure cancellation of all existing orders or subcontracts upon terms satisfactory to Owner or at Owner's option giving Owner the right to assume and receive all benefits to be derived from those obligations directly. Upon termination under this paragraph 19.1, Contractor shall be entitled as its sole compensation, to the lesser of: (a) the actual, direct cost of the Work completed as of the date of such termination, plus a mark-up of ____ percent (____%) aggregate on such actual, direct cost of completed Work for the Contractor and subcontractors and materialmen of all tiers, as full compensation for all indirect costs, impact fees, field supervision, administration, overhead and profit, or (b) the percentage of Work completed multiplied by the Contract Price minus the amount of any payments made to Contractor prior to the date of termination and any amounts owed to Owner by Contractor under the Contract Documents. Contractor shall not be entitled to any claim against Owner for undocumented or unearned compensation, lost profits, lost opportunities or other damages (consequential, incidental, specified, actual, direct or indirect damages), including, but not limited to staging, earlier removal and storage.

18.2 Termination for Cause. The Owner may terminate the Agreement for cause if the Contractor:

- (i) refuses or fails to supply enough properly skilled workers or proper materials;
- (ii) fails to make payment to subcontractors, materialmen or laborers for materials or labor in accordance with the respective agreements between the Contractor and any of its subcontractors, materialmen or laborers;
- (iii) repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- (iv) otherwise is in default of the Contract Documents or has committed a breach of Contract Documents.

19.2.1 When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner, and after giving the Contractor and the Contractor's surety, if any, five (5) days' written notice, terminate the Agreement and subject to any prior rights of the surety:

- A. exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- B. accept assignment of subcontracts pursuant to Paragraph 16.4; and
- C. finish the Work by whatever reasonable method the Owner may deem expedient.

19.2.2 When the Owner terminates the Contract for one of the reasons stated in Section 19.2, the Contractor shall not be entitled to receive further payment until the Work is finished.

19.2.3 If the unpaid balance of the Contract Price exceeds the costs of finishing the Work, including compensation for the Engineer's services and expenses made necessary thereby, and other damages incurred by the Owner, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

19.2.4 If, after notice of termination of the Contract under the provisions of this Section 19.2, it is determined for any reason that the Contractor was not in default under the provisions of this Article, or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience provisions contained in Section 19.1 herein.

19. Remedies.

19.1 Other Remedies. Owner hereby reserves the right to impose upon Contractor any or all of the following remedies if Contractor fails, in Owner's sole opinion, to perform the Work with promptness, diligence and efficiency as required by the Contract documents:

- A. Termination of this Agreement;
- B. Contracting with another contractor for the performance of the Work or any portions thereof;
- C. The right to back-charge Contractor for any costs incurred to remedy or complete any Work performed by Contractor, and/or for damages caused by Contractor, including the daily charge for liquidated damages delay as provided in Paragraph 3 herein; and/or
- D. All other legal and equitable remedies including damages and specific performance as set forth herein or available by law.

All money expended by Owner for costs and fees in pursuing the above remedies shall be deducted from the Contract Price and, if such expenditures exceed the remaining Contract Price to be paid to Contractor, Contractor agrees to pay to Owner on demand the full amount of such excess together with interest thereupon at the rate of 10% per annum or the highest rate allowed by law, whichever is lower.

20. Dispute Resolution.

20.1 Work Continuation and Payment. Unless otherwise agreed in writing, Contractor shall continue the Work during any dispute resolution proceedings. If Contractor so continues to perform, Owner shall continue to make undisputed payments in accordance with the Agreement for Work properly performed thereafter.

20.2 Litigation. Any litigation arising out of or in any way related to this Agreement, the Contract Documents or the Project shall be brought in the State courts in the County in which the Project is located. THE OWNER AND CONTRACTOR EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY SUCH LITIGATION. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY EACH PARTY AND EACH PARTY ACKNOWLEDGES THAT NO ONE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR IN ANY WAY TO MODIFY OR NULLIFY ITS EFFECT. Contractor herein agrees to obtain an identical waiver of jury trial benefiting the Owner from all of its subcontractors or suppliers.

20.3 Consent to Joinder in Arbitration. Notwithstanding the provisions of paragraph 21.2 above, if the Owner is involved in any arbitration with any other party related in any way to the Work, this Agreement or the Contract Documents, then Contractor agrees to be joined in such arbitration in order to resolve all outstanding issues, claims and defenses between Owner and Contractor and to be bound by the results of such arbitration. If Owner joins the Contractor into an arbitration involving a Homebuyer, Contractor agrees and acknowledges that the arbitration procedures contained in the Owner's agreement with its Homebuyer shall apply equally to Contractor as if set forth herein. A copy of Owner's standard form Homebuyer agreement has been made available to Contractor for its review.

20.4 Attorneys' Fees. In the event a dispute relating to, arising out of, or concerning the Work, this Agreement or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees, as well as all costs of litigation or arbitration from the non-prevailing party.

21. Miscellaneous.

21.1 Assignments. Owner and Contractor each binds itself, its successors and assigns to the other party hereto and to the successors and assigns of such other party, in respect to all covenants, agreements and obligations contained in this Agreement. Contractor shall not assign the same without the written consent of Owner, nor shall Contractor assign any monies due, or to become due, to it hereunder without the previous written consent of Owner. Nothing in the Agreement shall, however, prevent Contractor from entering into such subcontracts, as Contractor may desire, subject to this Agreement.

21.2 Compliance With Other Agreements. Contractor shall comply with any labor agreements to which Contractor is subject. Contractor's involvement in any labor dispute, whether or not Contractor is at fault, which includes picketing or other disturbances at the Project, shall be a default hereunder. If Owner elects to open a secondary gate and/or hire additional security because of such a dispute, all costs of doing so shall be borne by Contractor and shall be due upon demand by Owner.

21.3 Patents. Except as otherwise expressly provided by the Documents, Contractor shall pay all royalties and license fees which may become due as the result of Contractor's inclusion of any patented materials in the Work, and Contractor shall obtain any consents or licenses necessary to use such materials.

21.4 Incorporation of Exhibits. All exhibits hereto are hereby incorporated into this Agreement by this reference.

21.5 Entire Agreement. This Agreement, together with all of the Contract Documents, supersedes any and all prior negotiations, agreements or contracts, written or oral, between Owner and the Contractor. This Agreement together with all items incorporated by reference herein constitutes the entire Agreement between the parties and may not be amended without the written agreement of both parties.

21.6 Damage to Adjacent Properties. Any damage and/or restoration to adjacent properties resulting from Work performed under this Agreement shall be the responsibility of Contractor. When restoration of adjacent properties is required, Contractor shall notify the owner(s) of said property prior to commencement of any restoration activities.

21.7 Notice. All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent (i) by United States Postal Service, postage prepaid, certified, return receipt requested, or (ii) by any nationally known overnight delivery service, or (iii) by courier, or (iv) by facsimile transmission, or (v) in person. All notices shall be addressed to the applicable party at the business address specified for that party on page 1 of this Agreement. Any address specified above may be changed by written notice given to the other party in accordance with this paragraph. The inability to deliver because of a changed address of which no notice was given or rejection or other refusal to accept any notice shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

21.8 Agreement Binding on Assignees. This Agreement shall be binding upon the heirs, personal representatives, successors and assigns of the parties hereto.

21.9 Rights Cumulative. All of Owner's rights and remedies set forth herein, in the event of Contractor's default under any provision of this Agreement, are cumulative and are in addition to any other rights granted by law or equity in the event of a breach of this Agreement by Contractor.

21.10 Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

21.11 Governing Law. This Agreement shall be governed by the laws of the State of Florida.

FLORIDA STATUTORY NOTIFICATION
CHAPTER 558 NOTICE OF CLAIM

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Construction Agreement has been executed as of the date first written above.

OWNER:

MATTAMY ORLANDO LLC, a Delaware limited liability company

By: _____
(Signature)

Title: Division President

Date: _____

CONTRACTOR:

By: _____
(Signature)

Title: _____

Date: _____

EXHIBIT A
SCOPE OF WORK

Owner Initials _____

Contractor Initials _____

SCOPE OF WORK

Provide development services including, but not limited to, general contracting, safety, and environmental services as outlined below:

1. General Conditions

- a. Contractor shall provide construction oversight management necessary to successfully develop and deliver a quality product on schedule and on budget, including but not limited to City/County final approvals. Any work that is not specifically called out on the bid schedule and is necessary to complete the work is considered incidental and is included in the bid prices.
- b. All work shall conform to applicable local municipal, County, State, FHA, OSHA, FDOT, and federal rules, regulations, guidelines, standards, and laws. This also includes Lake County Air Pollution and Fugitive Dust Control regulations, and SWPPP (NPDES).
- c. Contractor shall provide the time frame in working days to complete the elements of this contract, to include: i) Grading; ii) sewer, water, storm drain installation; iii) concrete; iv) paving.
- d. Contractor shall conduct weekly safety and environmental meetings.
- e. Obtain necessary permits prior to construction.

2. Survey and Layout

- a. Layout: Mattamy Homes' engineer and record surveyor will provide boundary, wetland limits, centerline and vertical control to Contractor. Contractor shall rely on the latest edition of the plans and CAD files, or other approved information as provided and updated throughout the duration of construction. If the Contractor elects to utilize other means, he assumes all risk for any inaccuracies that may occur from such sources.
- b. Survey and Layout: The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the project. All centerline control points shall be established and maintained through the contract period.
- c. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the contract period. All stakes and points shall be clearly marked and identified.
- d. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- e. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hardbound books. Standard ASCII files/format shall be used with software compatibility to that of the LCPWD (Lake County Public Works Department).
- f. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill were practical.

3. Submittals

- a. **Schedule;** Contractor shall submit a preliminary Construction Progress Schedule prior to the Pre-Construction Meeting. This schedule shall be in a bar graph format and will be updated by the Contractor during the project duration.
- b. The Contractor shall furnish to the Engineer of Record for approval a Traffic Control Plan (TCP) that complies with the Manual of Uniform Traffic Control Devices (MUTCD) latest edition and FDOT Design Standard Index 600 series. Prior to commencing work this TCP must be approved by Engineer of Record and Lake County Public Works.
- c. The Contractor shall provide, prior to construction a copy of the Stormwater Pollution Prevention Plan (SWPPP).

- d. Shop Drawings shall be furnished by the Contractor to the Engineer of Record for review and processing. Submittal shall be in electronic, pdf format and shall be REVIEWED, DATED, STAMPED, APPROVED, AND SIGNED BY THE CONTRACTOR, prior to submission to the Engineer of Record. If Shop Drawings are NOT REVIEWED BY THE CONTRACTOR IN THE FORMAT DESCRIBED ABOVE, THEY WILL BE SENT BACK TO CONTRACTOR AND NOT REVIEWED BY ENGINEER OF RECORD. Each submission of shop drawings shall include cover sheet for what is being requested for review and approval. Under no circumstances shall shop drawings be submitted or accepted by subcontractors.

The Contractor shall work into his schedule submission of shop drawings so that approximately twenty-one (21) days are allowed for review by the Engineer of Record. Prior to receipt of the reviewed shop drawings showing approval from Engineer of Record, work done or materials ordered for items shall be done at the Contractor's risk.

e. Materials:

1. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the project, regardless of the basis of payment.
2. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of FDOT "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" and all supplemental specifications thereto which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by Lake County. The Contractor shall prepare the mix formula to be submitted to the Engineer of Record for review and distribution to Lake County.
3. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formula for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet FDOT Concrete Class mix guidelines.
4. Testing Reports as outlined in the Lake County Laboratory Testing and Sampling Schedule, page J-1, provided in these Contract Documents.

4. **Clearing and Demolition** - The clearing and demolition portion of the work includes, but is not limited to:

- a. Clear, grub and lawfully dispose of all vegetation (alive and dead), debris and brush, as applicable. Bidding Contractor must verify with municipalities if local ordinance will allow burning or if haul off is necessary. The clearing method must be qualified in Contractor's proposal. **Trees shall be trimmed to the right of way line or within 8 feet of edge of pavement and sidewalk/trail to a height of 18 feet, whichever is less.**
- b. Contractor shall demolish all existing structures and utilities needed to develop the site as intended by the approved plans. Contractor to evaluate and select disposal method for demolition and construction debris and obtain all necessary permits. Costs for all permits shall be included in proposal. Mattamy Homes will not be liable for any changes in disposal methods/requirements imposed by regulatory authorities.
- c. Removal of all debris and trash from the site is incidental to the clearing operation.
- d. Contractor shall coordinate removal of existing utilities with the applicable provider as part of the demolition process.
- e. No burying of demolition debris or trash allowed on site.

5. **Sediment & Erosion Control** - NPDES, FDEP & SWPPP work includes, but is not limited to:

- a. Silt fence shall be installed on property or buffer lines, not inside of either.
- b. Installation and maintenance of all BMP's necessary to comply with the SWPPP, NPDES and all applicable state and county regulations. Contractor shall inspect and repair all BMPs in accordance with NPDES requirements.
- c. Contractor shall be required to submit weekly and rain event SWPPP reports to owner as stated and encountered. Mattamy Homes will provide Contractor with prepared SWPPP plan during construction phase for adherence and record keeping during construction phase. Contractor shall return completed, current SWPPP file to Mattamy Homes upon completion of project. The owner reserves the right to review this record book at any time during construction for compliance. Furthermore, Mattamy Homes reserves the right to withhold progress payments should reports be found deficient.
- d. Maintenance of the stone construction entrance and inlet protection is the responsibility of the Contractor while on-site at no additional charge to Owner.
- e. BMPs shall include, but not be limited to, turbidity barriers, check dams, rock bags, silt sacs, hay bales, silt fence, hydro seeding and sod/permanent grassing.

- f. Contractor shall prevent erosion of soil and excess runoff of surface or subsurface water from the site during the construction period. To retain existing drainage patterns external to the construction site, Contractor shall construct temporary earth berms, sedimentation basins, retaining areas, and temporary ground cover as needed to control conditions.
- g. Fugitive dust is considered incidental to typical BMP maintenance program and must be contained on site.
- h. Contractor shall staff the site with competent personnel who have been trained in the fundamentals of EPA/NPDES compliance.
- i. Contractor is responsible to remove common area and perimeter BMPs once stabilization is achieved.

6. Earthwork

- a. Contractor shall provide a detailed schedule of each grading element including, but not limited to grub/clear, construction water (temporary tank or other source), rough grading, streets, retention basins, finish grades, restoration, and cleanup.
- b. Elevations shall be certified by surveyors prior to payment for grading. Elevations shall be plus or minus one-tenth (0.10') of design elevation grades. Contractor shall be responsible to provide a grading as-built survey showing compliance with these tolerances any re-staking and recertification costs for areas not meeting certifications will be paid for by Contractor.
- c. Contractor shall perform all work in accordance with the specifications and procedures described in the Geotechnical Engineer's report for the project.
- d. Contractor shall be responsible for the location of existing benchmarks, and to determine the basis of bearing, location of existing, dedicated and/or abandoned easements.
- e. Contractor shall release complete AutoCAD files to Mattamy Homes.
- f. Contractor shall review and sign off on all as-builts.
- g. Stripping of topsoil shall be minimized by disking but will not be a substitute for proper clearing and grubbing work.
- h. Topsoil shall be stripped and placed in designated landscape and/or non-structural fill areas or be removed from the project site. Placement within onsite areas must be reviewed and approved by Mattamy Homes in writing.
- i. It is Mattamy Homes' intention that all suitable materials be utilized on the project site. If required, Contractor shall provide import/export costs prior to commencement of work. Contractor shall estimate import/export quantities at the time of the bid. Bid shall include cost of import or export per load, haul permits, traffic control, barricades/flagmen, and the cost of all dust control measures on site and off site. Project is formatted as cut to fill.
- j. Export of organic soil may be required and shall be included in the Contractor's proposal.
- k. If site has an export of fill material, Mattamy Homes retains all rights to the material unless owner elects the Contractor to assume responsibility.
- l. Density requirements shall be met as recommended in the geotechnical report and Lake County Laboratory Testing and Schedule Specifications.
- m. Contractor shall be responsible for soil manipulation to achieve optimum moisture and density. The contractor shall be responsible to provide for the addition or removal of water from the soil to achieve density at their sole cost and expense. Contractor shall have a certified Geotechnical Engineer to perform testing on roads as a guide to the contractor. The contractor will be responsible for scheduling the required geotechnical testing and inspections with proper lead times.
- n. Roads, pond banks and other areas will be subject to density testing at 1.0' lifts.
- o. All material excavated in order to achieve site lines, grades and cross sections as shown on plans shall be defined as classified excavations. This shall include but is not limited to suitable material. All suitable material removed in excavation shall be used to the largest extent possible in the formation of roadways, subgrades, embankments, shoulders or any other places as indicated on the plans or as directed by Mattamy Homes. Contractor agrees that this scope includes all import of additional material in order to reach the proposed elevations. Contractor may be directed to over excavate ponds and other non-structural areas to generate fill suitable for structural areas. The over excavated areas will be filled with material not suitable for structural areas in an effort to minimize quantity of unsuitable material hauled offsite. All unsuitable material removed during stripping and excavation shall be utilized to the largest extent possible in non-structural fill areas of the project.
- p. The contractor shall be responsible during construction and until final acceptance for the maintenance of all work. During construction and until final acceptance, the contractor shall shape all excavated surfaces to

provide for proper drainage of surface runoff along and throughout the property. This shall include, but not be limited to, construction of temporary ditches or any other methods necessary to maintain the work and to prevent excess soil erosion. Any slopes that have been tracked horizontally will not be accepted by Mattamy Homes. If grading operations are suspended for reason whatsoever, partially completed excavation shall be graded to promote proper drainage. Contractor is responsible for all slopes until final stabilization or acceptance by Mattamy Homes.

- q. Contractor is responsible to maintain and mow the site at a minimum of bi-monthly during the rainy season and monthly during the dry season, or as needed.
- r. Contractor shall perform finish grading to the specified tolerances concurrently with the mass grading work.
- s. The cost of pumping down lakes to facilitate grading or utility tie-ins is to be included in the contract amount.
- t. Excavate all designated ponds, ditches and drainage swales on the site to design depths and utilize all suitable excavated materials to fill the site to the planned elevations.
- u. Provide dewatering as necessary and in full conformance with contract documents or as directed by Mattamy Homes.
- v. Any materials of questionable quality shall be brought to the attention of Mattamy Homes representative for evaluation and placement direction.
- w. The Contractor's work must proceed in a systematic and orderly manner.
- x. Contractor shall be responsible for sodding and seeding of all retention pond tracts as defined on the included plan.
- y. **Contractor shall be responsible to construct retaining walls and/or interface as necessary with the selected wall contractor. If Contractor is to construct, they shall be responsible for all required design permits and fees as well as proper backfill and compaction.**
- z. Contractor is required to comply with and properly post Florida Statute 801.011 at no less than two (2) locations and points of entry.
- aa. Right-of-Way (R/W) grading at the back of curb (BOC) shall be 2" below curb, allowing for finish grade after placement of sod.
- bb. Utility easements adjacent to the R/W shall be graded per typical section or cross sections.
- cc. Construction of dry detention ponds shall be per the geotechnical report recommendations and will require inspection and sign off from both Mattamy Homes and the project Geotechnical Engineer.
- dd. Contract payment shall be based on in-place quantities.
- ee. All fence berms, monument locations, and overbuilds shall be compacted to minimums set forth by the Soils Report.
- ff. Contractor shall not harm or destroy any protected native plant material. If damage to tagged plant material does occur, Contractor shall be responsible for replacement costs.

7. **Storm Sewer and Drainage Structures**

- a. Bid shall include all shown storm structures including, but not limited to, curb inlets, junction boxes, manholes, and grate inlets, ditch inlets, yard drains, as well as all apertures associated to deliver a functioning system.
- b. Bid Proposal shall include all storm drain structures, pipe material, and tie-ins as drawn on the approved plans.
- c. Protect all storm drain inlets with industry approved storm drain inlet protection methods (filtered sock pipes, sand bags, type filter fabric, temporary concrete top slabs... etc.) throughout construction duration.
- d. All inlets and manholes shall be at final elevation before asphalt pavement is installed, unless directed otherwise by Mattamy Homes.
- e. Provide bid proposal(s) for areas requiring erosion control items such as placed rip-rap, grouted rip-rap, toe-down footings, filter fabric and other storm drain structures as drawn of approved plans.
- f. Contractor shall coordinate with the geotechnical engineer to schedule and provide dry pond bottom and side berm geotechnical testing to ensure compliance with Soils Engineer specifications.

8. **Concrete Curbs, Aprons and Sidewalks**

- a. Contractor shall be responsible to obtain any specific grading, paving or MOT permits as required from the appropriate municipality, including ROW permits.
- b. Contractor shall include all work shown and work incidental to the construction of curbs, subgrade stabilization, and base and asphalt pavements per plans.
- c. All work shall be in accordance with current municipal, plan, and geotechnical report specifications.

- d. **Concrete work shall be bid per soils report recommendations or engineers recommendation. Special attention should be made to chemical make-up and conditions of site soils. Contractor will be responsible for coordinating with the project geo-tech for the sampling of materials to be tested during installation.**
 - e. Contractor shall be responsible for all maintenance of traffic (including permitting) and temporary barricades as necessary to protect the work.
 - f. Include all final grading of rights-of-way.
 - g. Contractor shall be responsible pavement markings and signage as shown on the plans meeting current municipal or FDOT specifications.
 - h. Contractor shall provide ADA compliant handicap ramps, as shown on the engineering plans including truncated domes or acceptable alternative.
 - i. Contractor shall install a strip of sod behind all installed curb per typical sections.
 - j. Contractor will install full R/W sodding.
 - k. Geotechnical testing is required in accordance with the municipality's current standards and specifications. Progressive test reports are to be submitted weekly to the designated Mattamy Homes representative and municipal inspection personnel as required.
 - l. All inlets and manholes shall be at final elevation before asphalt pavement is installed, unless otherwise directed by Mattamy Homes.
 - m. Asphalt pavement shall not be installed when weather is below 45 degrees for more than three hours between the hours of 8am to 5pm.
 - n. All valley gutters and aprons are to be priced at per geotechnical engineer recommendations.
 - o. Headwalls are to be bid on this Project if applicable. Bid to include excavation, backfill, guardrails, and trash racks.
 - p. Shotcrete, grouted rip rap to be included with this proposal if indicated on the plans.
 - q. Extreme care shall be taken so that spoils from contractor's operation are not left anywhere within the project limits.
 - r. Contractor to notify Mattamy immediately of damage to water or sewer pipelines or services. Any damaged utility services will be repaired within one (1) working day from date of damage. Should Contractor fail to repair damaged pipelines or services, Mattamy will have damaged pipelines or services repaired at Contractor's expense.
 - s. In the event of a conflict, contractor will immediately notify Mattamy to discuss recommended solutions.
 - t. Contractor to take necessary precautions to prevent debris from contaminating or falling into existing manholes. Contractor shall schedule an inspection of manholes with Mattamy in order to verify the manhole status prior to concrete install. Cleaning of debris or contamination following the installation of concrete shall be the responsibility of the Contractor.
 - u. Contractor shall be responsible for costs necessary to replace meter boxes damaged by Contractor's operation.
 - v. Contractor to maintain all utility location staked markers. Any marker damaged, will be replaced immediately by Contractor. Should Contractor fail to replace damaged markers, Mattamy will have them replaced at Contractor's expense.
 - w. Contractor shall be responsible for the adjustments for all water valve collars, manholes, and any other system equipment requiring adjustment during subgrade process. Contractor shall be held responsible for any damage or debris contaminating manholes or water lines and back charged accordingly.
9. **Paving, Adjustments, Signage and Striping**
- a. Paving work shall be bid per soils report recommendations and engineer's recommendation. Contractor will be responsible for coordinating with the project geotechnical engineer for the sampling and testing of materials.
 - b. When allowed by the municipality, Mattamy Homes will install two separate lifts of asphalt. Contractor shall follow all specifications per the Approved Construction plans but at a minimum, shall complete the following items after placement of the first lift:
 - o Temporary striping to comply with municipal requirements and allow smooth traffic flow.
 - o Temporary alterations as required to ensure proper drainage and eliminate any substantial bird baths.
 - o Make repairs to the first lift of asphalt prior to placement of the second lift.
 - c. Contractor shall provide traffic control plans, barricades, flagmen, and street sweepers for all offsite improvements in accordance with State and Local regulations.
 - d. Contractor shall notify Mattamy Homes immediately of damage to water or sewer pipelines or services. Any damaged sewer or water services will be repaired within one (1) working day from date of damage. Should

contractor fail to repair damaged pipelines or services, Mattamy will have damaged pipelines or services repaired at contractor's expense.

- e. In the event of a conflict, contractor will immediately notify Mattamy to discuss recommended solutions with the Engineer of Record.
 - f. Contractor shall take necessary precautions to prevent debris from contaminating or falling into existing manholes. Contractor shall schedule an inspection of manholes with Mattamy in order to verify the manhole status prior to concrete install. Cleaning of debris or contamination following the installation of pavement shall be the responsibility of the Contractor.
 - g. Contractor shall be responsible for cost necessary to replace water meter boxes damaged by Contractor's operation.
 - h. Contractor to maintain all utility location staked markers. Any marker damaged will be replaced immediately by Contractor. Should Contractor fail to replace damaged markers, Mattamy will have them replaced at Contractor's expense.
 - i. Extreme care shall be taken to prevent damage to freshly installed curbs, aprons, and other concrete structures. All sidewalks, curbs, aprons and valley gutters are to be inspected by the concrete foreman, paving foreman and Mattamy staff to determine areas that are damaged or damage free. Paving contractor shall be responsible for any and all repairs required by Mattamy or municipal inspector.
 - j. Contractor shall be responsible for providing all required street signs and posts (temporary or permanent) required by the County, City, FDOT or municipal jurisdiction (onsite and offsite).
 - k. Contractor shall include all markers for fire hydrants and street striping.
 - l. Contractor shall be responsible for the adjustments for all water valve collars, manholes, and any other system equipment requiring adjustment during subgrade process. Contractor shall be held responsible for any damage or debris contaminating manholes or water lines and back charged accordingly.
 - m. Upon completion of paving and adjustments, Contractor shall be responsible for the removal of all debris, trash, excess material, and barricades upon completion.
10. **Optional Items / Services**
- a. Contractor shall provide dry utility sleeve unit prices per bid documents.
 - b. Dry utility conduits shall be glued and capped to prevent the infiltration of water, earth material or foreign matter from entering the pipe. Conduits shall be stubbed up 4' high at each end, and marked with paint that corresponds with the utility being installed in the conduit
 - c. Contractor shall include bids for all retaining walls, associated work, and permit fees.
11. **Job Specific Conditions / Instructions**
- a. Contractor shall become familiar with all aspects of the project including plans, plan notes, geotechnical reports, and bid documents.
12. **Special Instructions**
- a. Contractor shall be responsible for reviewing ALL Approved Plan sets before submitting final bid proposal. Change orders must be approved by Mattamy Homes, which in most cases will cause lengthy delays. All work requested within the change order will not be allowed to proceed, until receipt of notice of approval or rejection.
 - b. Mattamy Homes will not be responsible for any errors or omissions on the part of the consultants, engineers, architects, designers or others. In the event errors are found, contractor shall notify Mattamy Homes immediately.
 - c. Other collateral work, if required, will occur concurrently and will require close coordination between Mattamy Homes staff and the final contracted project team.
 - d. Pursuant to Section 8 of the Agreement, all requests for Change Orders must be submitted to Mattamy, approved by Mattamy with appropriate signed Work Order. **Approved Work Order must be attached to the Change Order prior to the start of Work for the proposed task.**
 - e. Invoices submitted for work completed that reflects a Change Order must be accompanied by the appropriate Work Order previously approved by Mattamy Homes.
 - f. As stated in Section 3 of the Agreement, TIME IS OF THE ESSENCE. Contractor is expected to strictly adhere to Project timelines as directed by Mattamy.
 - g. Contractor shall provide the required number of water trucks to properly adhere to dust control measures. Install and maintain track out devices, provide timely water suppression, control employee speed to 15 MPH on site. In the situation of import or export of material. Contractor shall provide street sweepers during the operation.

- h. Contractor shall be responsible for a daily clean-up of excess materials, employee trash, and asphalt/concrete debris from construction activity. Project will not be considered complete until all debris has been removed.
- i. Contractor shall provide and designate an area for Contractor's employees to park and provide a designated staging area for materials and equipment.
- j. Contractor shall provide and maintain a portable toilet for their employees during operations.

Owner Initials _____

Contractor Initials _____

EXHIBIT B
LIST OF PLAN SHEETS

Owner Initials _____

Contractor Initials _____

Index of Roadway Plan Sheets

1.	Key Sheet
2 – 3.	Drainage Map
4 – 5.	Typical Sections
6.	General Notes
7 – 8.	Project Layout Sheet
9 – 10.	Project Geometry
11 – 23.	Roadway Plan Sheets
24 – 34.	Profile Sheets
35 – 46.	Drainage Sheets
47 – 59.	Erosion Control Sheets
60.	Detail Sheet
61 -62.	Cross Section Pattern Sheets
63 – 123.	Cross Section Sheets
124 -136.	Utility Adjustment Sheets
137.	Special Profile Sheet
RW 01 – RW 13 Right of Way Plan Sheets	

Index of Signing and Pavement Marking Plan Sheets

S-1.	Key Sheet
S-2 – S-14.	Plan Sheets
S-15.	Sign Detail Sheet

Owner Initials _____

Contractor Initials _____

EXHIBIT C
DRAW AND PAYMENT PROCEDURES AND POLICIES

1. On or before the 30th day of each month, Contractor shall make a payment application to Owner for Work completed and materials stored from the 30th day of the immediately preceding month through the 30th day of the current month (i.e. work completed from March 30th thru April 30th would be submitted on April 30th and a check would be issued to Contractor on or before May 30th (30 days following Owner's receipt of a payment application)), using the payment application form attached hereto as Exhibit I. Each payment application from Contractor shall include the following:

(i) Certification from Contractor as to percentage of Work completed and an approval of the payment request by Owner or such other person as Owner may designate, with a statement certifying that all Work represented by the payment application has been completed in conformance with the Contract Documents;

(ii) Partial lien waivers in the form attached hereto as Exhibit D-1 and D-3 or such other form as Owner may require from Contractor, its subcontractors and its materialmen or any tier for the payment requested and, when final payment is requested, final lien waivers in the form attached hereto as Exhibit D-2 and D-4 or such other form as Owner may require; and

(iii) Any other documents reasonably requested by Owner.

2. Payment Applications shall be submitted to the address below:

[INSERT ADDRESS]

3. If all documents required are timely supplied, Owner will make payment of the amount determined herein on or before the 30th of each month following the receipt of a payment application on the 30th of the previous month less a ten percent (10%) standard retention and less any additional retention which Owner elects to retain as permitted by the Agreement. Work shall be presumed to be Lump Sum unless listed as Unit Price Work. The Lump Sum Work amount paid monthly shall be that amount determined by taking the Lump Sum amount in the Bid Proposal multiplied by the percentage of Work complete and materials stored on the 25th day of the preceding month as certified, less retention. For Unit Price Work, the amount to be paid monthly shall equal the units of the Work completed and materials stored through the 30th day of the preceding month based on field measurements agreed upon by Owner and Contractor, multiplied by the applicable unit bid price listed on the Bid Proposal.

4. Fifty percent (50%) of the standard retention shall be paid within twenty business days after all of the following have all occurred: (i) Contractor gives written notice that all Work has been completed in accordance with this Agreement; (ii) Owner has confirmed the completion; (iii) final lien waivers and releases are executed and delivered by Contractor and its subcontractors and suppliers to the Owner; (iv) Substantial Completion has occurred; and (v) all necessary government acceptances from the authorities having jurisdiction over the Work have been received by Owner. The remaining standard retention shall be paid, when Owner has received certificate of completion for the Project by all applicable utility companies. Any retention held by Owner because of a default or otherwise allowed pursuant to the Agreement will be paid after Contractor removes, to Owner's complete satisfaction, the condition which resulted in the retention of funds, except to the extent applied by Owner to the costs and damage it incurred as a result of the same. Owner may apply the retention toward curing defaults of Contractor but this application of the retention shall not limit Contractor's obligations or Owner's other remedies. Owner may record Notice of Completion after acceptance of the Work by all applicable utility companies.

5. Owner may at any time make payment by joint check to Contractor and its subcontractors or suppliers.

Owner Initials _____

Contractor Initials _____

6. If Contractor fails to deliver a complete and accurate application for payment for Work to Owner within one hundred eighty (180) days after performing such Work, then Owner shall have no obligation to pay for such Work. Contractor's agreement to this provision is a material part of the consideration being given to Owner. CONTRACTOR WAIVES ALL RIGHTS OR CLAIMS IT MAY HAVE FOR PAYMENT FOR ANY WORK FOR WHICH IT DOES NOT DELIVER A COMPLETE AND ACCURATE PAYMENT APPLICATION TO OWNER WITHIN ONE HUNDRED EIGHTY (180) DAYS AFTER PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY CLAIMS IN CONTRACT, QUANTUM MERIT, OR OTHERWISE.

Owner Initials _____

Contractor Initials _____

**EXHIBIT D-1
CONTRACTOR'S CONDITIONAL RELEASE OF LIEN**

OWNER:

CONTRACTOR:

PROPERTY: (MAY ATTACH LIST.)

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, _____, 20____

The undersigned, which provided services, materials or equipment for the above Property in accordance with a contract with the Owner identified above, conditioned upon receipt of payment in the amount of _____, hereby waives and releases all claims for, liens and rights of lien now existing represents full payment received by the undersigned (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the above Property to the date of this release.

This Release of Lien may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 20____ .

[Insert Corporate or Partnership Name of Contractor/supplier]

BY: _____

NAME: _____

TITLE: _____

CORPORATE/PARTNERSHIP ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

On this _____ day of _____, _____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

Owner Initials _____

Contractor Initials _____

EXHIBIT "D-2"

CONTRACTOR'S UNCONDITIONAL FINAL WAIVER AND RELEASE OF LIENS

CONTRACTOR: _____
OWNER: _____
ADDRESS: _____
EFFECTIVE DATE: _____
PROPERTY: (MAY ATTACH LIST.)

The undersigned for itself, its successors and assigns and its subcontractors and suppliers, which/who has/have provided materials, Work, services and/or equipment in connection with the Project on the Property for the Owner in consideration of the sum of \$_____ paid by Owner which sum represents the final payment due pursuant to the Agreement between Contractor and Owner, together with any amendments or change orders related thereto (all of the foregoing being collectively referred to as the "Agreement"):

Acknowledges that it has been paid in full for all materials, Work, services and/or equipment furnished in connection with the performance of the Agreement or otherwise in connection with the construction on the Property.

Waives and releases any and all construction lien claim(s) and/or stop notices, bond and the like ("Lien") which CONTRACTOR has had or currently has, against or upon any portion of the Project or Property for materials, Work, services and/or equipment provided.

Agrees that if, after the date hereof, there shall be evidence of any lien filed (i) by the undersigned or (ii) any subcontractor or supplier of the undersigned for which, if established, Owner might become liable or which might encumber title to the Property or Project, the undersigned shall promptly discharge same as required by Section 18.1 of the Agreement between the Owner and Contractor and indemnify, hold harmless and defend Owner against any loss, damages or costs or expenses, including attorneys' fees, associated therewith.

The undersigned for itself, its successors and assigns, releases and forever discharges Owner (and its shareholders, directors, officers, employees, and agents) and their successors and assigns, from all claims, demands or causes of action which it has had, currently has, or may in the future have, arising from or in any way relating to the Contract or the Property.

Agrees that this Release may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has set his hand and seal [as the duly authorized officer/partner of the undersigned] on this _____ day of _____, 200_____.

[INSERT CORPORATE OR PARTNERSHIP NAME OF CONTRACTOR/SUPPLIER]

BY: _____

NAME: _____

TITLE: _____

[CORPORATE/PARTNERSHIP ACKNOWLEDGMENT]

STATE OF _____

COUNTY OF _____

Owner Initials _____

Contractor Initials _____

On this day of , 200 , before me, personally appeared , the of , who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

NOTARY PUBLIC

MY COMMISSION EXPIRES:

Owner Initials _____

Contractor Initials _____

EXHIBIT "D-3"

FORM OF SUBCONTRACTOR/SUPPLIER

CONDITIONAL WAIVER AND RELEASE OF LIENS ON PARTIAL PAYMENT

OWNER:

CONTRACTOR:

PROPERTY: (May attach list.) ("Property")

CONTRACT DATED:

FOR WORK AND MATERIALS FURNISHED THROUGH _____, 20____

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], ("Contractor") dated _____, 20____ (the "Subcontract") the undersigned, _____ ("Subcontractor") furnished certain labor, materials, equipment or other goods or services (the "Work") in connection with _____ (the "Project") located at the Property.

WHEREAS, The undersigned lienor, which provided services, materials or equipment for the above Property in accordance with the Subcontract, conditioned upon receipt of payment in the amount of \$_____, hereby waives and releases all claims for, liens and rights of lien now existing (exclusive of contractual retainage) for work, services, materials and/or equipment furnished in connection with the Property to the date of this release.

This waiver and release of liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 200_____.

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 200_____, before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials _____

Contractor Initials _____

EXHIBIT "D-4"

FORM OF SUBCONTRACTOR/SUPPLIER RELEASE OF LIENS ON FINAL PAYMENT

OWNER:

CONTRACTOR:

PROPERTY: (May attach list.)

CONTRACT DATED:

WHEREAS, pursuant to a Subcontract with [NAME OF CONTRACTOR], ("Contractor") dated _____, 20__ (the "Subcontract") the undersigned, _____ ("Subcontractor") furnished certain labor, materials, equipment or other goods or services (the "Work") in connection with _____ (the "Project") located at the Property

WHEREAS, as consideration for the Contractor's final payment of \$_____, for the Work performed by Subcontractor, representing payment in full to the Subcontractor for all Work in accordance with the Subcontract, the Subcontractor does hereby waive and generally release all rights of Subcontractor to file or claim a mechanic's lien and any other lien, claim, security interest or other encumbrance with respect to, against or on the above described Project. This Final Release and Waiver of Lien is being executed and delivered simultaneously with or after payment for the Work performed pursuant to the Subcontract.

Subcontractor hereby affirms that there are no mechanic's liens or any other claims, security interests, encumbrances or other liens with respect to, against or on the above described Project arising out of or in connection with the performance by the Subcontractor of the work performed pursuant to the Subcontract outstanding or known to exist as of the date hereof.

This Release of Liens may be relied upon by purchasers procuring improvements from Owner, by mortgagees making mortgage loans to said purchasers, and title insurance companies insuring titles for said purchasers and shall run to the benefit of any such persons/entities and their successors and assigns.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal [as the duly authorized officer/partner of the undersigned] this _____ day of _____, 200__ .

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 200__ , before me, personally appeared _____, the _____ of _____, who I am satisfied is the person who signed the within Instrument and he/she did acknowledge that he/she signed and delivered this Instrument as the [officer] [partner] above stated, and that the foregoing instrument is the act and deed of said [Corporation] [Partnership].

Notary Public

My commission expires:

Owner Initials _____

Contractor Initials _____

EXHIBIT E
CONSTRUCTION SCHEDULE

Owner Initials _____

Contractor Initials _____

EXHIBIT F
SPECIAL CONDITIONS

1. If provided in the Scope of Work, the Contract Price includes permit fees as required to be obtained by Contractor. All other permit fees shall be paid by the Owner. The Contract Price also includes all associated inspection fees. Unit prices include the cost of any performance and payment bonds required by the Contract Documents.

2. Contractor shall provide all staking required to complete the Work and as-built survey and certification in a form acceptable to the Owner.

3. Contractor agrees to return the site to the same clean and graded condition existing as when work commenced. Any extra material shall be removed to an onsite location designated by Owner. If clean-up and grading is not completed by Contractor within three (3) work days of notice from Owner, Owner will be entitled to perform the clean-up and grading and backcharge Contractor.

4. Owner shall determine all final pay quantities and Owner's determination shall be considered final and used for payment.

5. Contract unit prices shall be binding on Contractor for the duration of any Project.

6. Contractor shall perform a walk through inspection of the Project with Owner's Authorized Representative to check for satisfactory completion of all Work. Upon twenty-four (24) hour notice, Contractor agrees to provide a superintendent or higher level person to participate in an inspection with Owner and any third parties owner deems necessary. Any punchlist item noted in said inspection by Owner as needing repair, completion or replacement shall be deemed noticed to Contractor as if noticed in writing on the date of said inspection. Contractor agrees thereafter to cause any punchlist items brought to its attention to be corrected, repaired or replaced otherwise in accordance with the time frames required by this Agreement.

7. Contractor shall promptly remove all excess construction material and debris generated by it or any of its subcontractors. If material and/or debris are not removed by the Contractor within three (3) days after completion of any phase of Work or upon twenty-four (24) hour notice, Owner shall be entitled to perform clean up and back-charge to Contractor.

8. Contractor shall establish and maintain dust control measures throughout the Project, including any offsite work areas, as necessary to maintain continuous compliance with all applicable federal, state, county, and city dust control and surface disturbance regulations. Contractor shall be responsible for payment of any and all fines, damage claims, and/or legal expenses resulting from Contractor's failure to establish and maintain compliance throughout the Work.

9. Contractor shall be responsible for obtaining locations of all of the existing underground and overhead utilities and Contractor is liable for any damages to the same caused by Contractor's failure to obtain said locations.

10. Contractor shall maintain a full working crew on this Project at all times after Work begins.

Owner Initials _____

Contractor Initials _____

**EXHIBIT G
MATERIALMEN AND SUBCONTRACTORS**

	<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Estimate of cost of materials to be provided:

(Add additional rows if necessary.)

Owner Initials _____

Contractor Initials _____

EXHIBIT H
SAFETY PROTOCOLS AND PROJECT RULES AND
REGULATIONS

1. Safety Precautions.

(a) Contractor shall comply with all applicable safety and health laws, rules and regulations including the federal Occupational Safety and Health Act, the regulations/standards of the Occupational Safety and Health Administration. ("OSHA") and any state or local government requirements (Collectively the "Safety Rules"). Contractor shall ensure that its subcontractors and materialmen and all of their employees comply with all Safety Rules.

(b) Contractor shall prepare and submit a site safety plan to the Owner prior to start of the Work and shall have periodic safety meetings with its subcontractors, materialmen and all employees. Contractor is responsible for managing safety of all its activities at the Project, including providing all training and all "competent persons" required by the Safety Rules. Contractor shall coordinate activities with any other subcontractors, suppliers, or vendors on site to ensure a safe working environment.

(c) Contractor shall conduct inspections to determine that safe working conditions and equipment exist and accepts sole responsibility for adequacy of and required use of all safety equipment and for full compliance with the Safety Rules. This responsibility of the Contractor includes the conduct and compliance by its employees, employees of its subcontractors and all suppliers of materials and equipment.

2. Compliance with Environmental, Health and Safety Standards.

(a) Compliance with Hazardous Substances Laws. Contractor shall not, in connection with this Agreement or the Work, use, possess, handle, transport, emit, release or discharge any chemical, material or substance except as permitted by, and in strict compliance with, all applicable laws, including, without limitation, the Comprehensive Environmental Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, as amended, 49 U.S.C. Section 1801 et seq.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et .; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Florida Occupational Safety and Health Act, Florida Revised Statutes, and the Florida Environmental Quality Act.

(b) Warnings. Contractor shall, at its sole expense, provide any and all notices and warnings required under all hazardous substances laws with respect to any chemicals, materials or substances which Contractor, and its employees and agents, use, possess, handle, transport, emit, release, or discharge in connection with this Agreement or the prosecution of any and all Agreement or non-Agreement work relating to the Project, including, without limitation, the Work.

3. Clean-Up. Contractor shall at all times keep the areas of the Project free from the accumulation of waste materials, unsafe materials, or rubbish arising out of the Work, including daily cleanup of all waste and trash generated by Contractor during the course of performing the Work. At the end of each work day, Contractor shall pile such waste and trash in locations designated by Owner. Contractor shall be obligated to dispose of any material so piled in a neat and orderly manner. Upon completion of the Work, Contractor shall remove all of its plans, tools, and materials from the Project and shall remove from the site all hazardous materials, temporary structures, debris and waste incident to Contractor's operation and clean all surfaces, fixtures, equipment, etc., relative to the performance of this Agreement. Any such cleanup shall be accomplished in adherence with applicable hazardous substances laws. Any hazardous waste required to be disposed of by Contractor will be the property of Contractor and Contractor hereby accepts liability for any and all costs associated with the handling, transportation and disposal of such waste, including, without limitation, costs associated with the remediation of any sites to which the waste was sent. Contractor acknowledges that the failure to perform such waste and trash removal obligations as set forth herein shall cause Owner to incur damages, and the parties hereto agree that

Owner shall have the right to back-charge Contractor at actual cost of clean-up not properly completed by Contractor.

4. Operation of Vehicles. Contractor agrees that the operation of vehicles in or about the Project by Contractor or the employees or agents of Contractor (including delivery vehicles operated by suppliers of Contractor) shall be as follows: (a) using only the designated entries to enter the Project, (b) using only established roadways and temporary roadways as authorized by Owner, (c) no crossing of curbs or sidewalks and (d) observing a speed limit of 15 miles per hour within the entire Project. In the event the vehicles of Contractor, Contractor's employees or agents, or Contractor's suppliers or subcontractors cause damage to curbs, sidewalks, landscaping or concrete surfaces within the Project or cause any other damage to the Project, Owner may make the repair of such damage and Contractor shall be obligated to immediately reimburse Owner for all actual expenses incurred by Owner thereby.

5. Parking of Vehicles. It shall be the responsibility of Contractor (a) to control the traffic generated by its employees on the Project under the direction of Owner's Authorized Representative; (b) to enforce restrictions against parking on roads within the Project; and (c) to provide necessary parking areas for all workers in suitable locations as approved by Owner. In the event Owner has to tow vehicles owned by Contractor, its agents or employees to maintain ingress and egress to the Project, all such towing charges will be back-charged to Contractor. Neither Contractor nor Contractor's agents, employees, subcontractors or material suppliers shall be permitted to park vehicles in driveways, garages or carports of the housing units (whether completed or being constructed) within the Project nor shall such vehicles be parked upon sidewalks located within the Project. In the event Contractor, its agents or employees or its material suppliers do park vehicles in such restricted areas, Owner shall have the right to fine or back-charge Contractor \$100.00 per vehicle per day, and Owner shall have the right to be reimbursed for any damages resulting to such driveways, garages, carports or sidewalks in cash or in the form of back-charges.

6. Unacceptable Behavior. Unruly behavior, the drinking of alcoholic beverages, the use of illegal drugs, and/or the playing of loud music by Contractor, any subcontractor, materialmen or any of their employees shall not be permitted within the Project. In the event that Contractor or Contractor's agents or employees engage in such activities, Owner shall have the right to fine or back-charge Contractor \$100.00 per occurrence. Owner shall also have the right to request that the offending party leave the Project immediately and Contractor agrees to abide by such request. Owner may require Contractor to remove from the Project such persons as Owner deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment in connection with the Work is deemed by Owner to be contrary to Owner's best interests or the public interest. Contractor shall not permit any unauthorized personnel including, without limitation, any children or other family members to be on the Project site.

7. Contractor Warranties and Representatives Regarding Safety Programs. Owner and all of its affiliated and subsidiary companies are firmly committed to compliance with all Safety Rules and requires Contractor, its employees, subcontractors and materialmen of any tier to commit to a goal of a safe work place and zero accidents on the Project. Accordingly, Contractor represents and warrants that:

- (a) Contractor has adopted and implemented all safety programs required by law.
- (b) Contractor has appointed a specific employee who has the authority and responsibility to implement and ensure compliance with its the safety programs;
- (c) Contractor will provide appropriate on-site supervisors, and all required "competent person," to ensure compliance with the Safety Rules;
- (d) Contractor has provided to its employees all safety and health training required by the Safety Rules and will ensure that the employees any subcontractor or materialmen of any tier has been provided such training.

(e) Contractor will use disciplinary procedures to ensure compliance with such safe and healthy work practices;

(f) Contractor has established procedures, in compliance with Safety Rules, for reporting and correcting unsafe conditions and communicating with employees on matters relating to occupational safety and health;

(g) Contractor has developed and will conduct a program of inspections, in compliance with the Safety Rules, to identify and evaluate hazards at the Project;

(h) Contractor has established and will implement procedures in compliance with the Safety Rules, for investigating occupational injuries and illnesses.

(i) Contractor has adopted and implemented a Hazard Communication Program, a Fire Prevention Plan, a Respiratory Protection Program, and a Hearing Conservation Program, and other safety and health programs required by the Safety Rules (collectively, the "Safety Programs"). Upon request, Contractor shall provide Owner with written proof that Contractor conducts required inspections of the Project and equipment and training of its employees, and maintains required records. Contractor shall maintain records for this Project and any other Project for Owner which are readily available for inspection by Owner or any governmental or insurance inspector.

8. Drug and Alcohol/Purpose and Procedure.

FOR THE SAFETY AND WELL BEING OF ALL EMPLOYEES ON OWNER'S CONSTRUCTION SITES, OWNER HAS A POLICY THAT DRUGS OR ALCOHOL SHALL NOT BE DISTRIBUTED, POSSESSED OR USED ON OWNER'S CONSTRUCTION SITES. ANYONE FOUND TO BE IMPAIRED BY OR IN POSSESSION OF DRUGS OR ALCOHOL MUST LEAVE THE OWNER'S CONSTRUCTION SITE OR PROPERTY. To help insure the safety of all workers, including a worker that may be impaired, Contractor agrees to adhere to the following procedures:

(i) Owner shall have no duty to monitor Contractor's workers, but if Owner suspects that a worker is impaired by drugs or alcohol, Owner may investigate and make inquiries of employees on the Project to confirm the suspected impairment, or Owner may give notice to Contractor who shall then investigate. If Contractor suspects that one of its workers is impaired by drugs or alcohol, then Contractor shall investigate.

(ii) If impairment is found or believed to exist, the impaired worker must be removed from the Project. The Contractor must provide transportation for the impaired worker and not allow them to drive themselves from the job and endanger the public.

(iii) After the impaired worker has been removed from the Project, Contractor will send a formal written notification to Owner. The notification will include an explanation of all actions. A copy of the notification will be placed into the Contractor's file for future reference.

(iv) A violation by Contractor of this policy will be cause for immediate termination of this Agreement by Owner.

9. Signs and Advertising. Signs or advertisements shall not be erected or displayed without prior approval of Owner.

EXHIBIT I PAYMENT INVOICE

AIA Payment application form incorporated by reference. Below is a reference

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 1 Pages

TO OWNER: Matamy (Jacksonville) Partnership, Inc. 1900 Summit Tower Blvd. Suite 500 Orlando, FL 32810	PROJECT: L1004 Matamy Project Number	APPLICATION: 1 APPLICATION DATE: 04/01/14 PERIOD TO: 05/01/14 CT DATE: 5/1/2014	DISTRIBUTION TO: <input type="checkbox"/> OWNER <input type="checkbox"/> ENGINEER <input type="checkbox"/> CONTRACTOR
FROM CONTRACTOR: Greenbriar Landscape 4000 Avalon Road Winter Garden, FL 34787	VIA ENGINEER:		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$	-
2. Net change by Change Orders	\$	-
3. Contract Sum To Date (line 1+2)	\$	-
4. TOTAL COMPLETED AND STORED TO DATE	\$	-
<small>(Column C on individual sheets)</small>		
5. RETAINAGE:		
a. 10% of completed work	\$	-
6. TOTAL EARNED LESS RETAINAGE	\$	-
<small>(Line 4 less Line 5 Total)</small>		
7. LESS PREVIOUS PAYMENTS	\$	-
<small>(Line 6 from prior Application)</small>		
8. CURRENT PAYMENT DUE	\$	-
9. BALANCE TO FINISH, INCL. RETAINAGE	\$	-
<small>(Line 3 less Line 5)</small>		

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	-	-
Total approved this month	-	-
TOTALS	-	-
NET CHANGES by Change Order	\$0.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Greenbriar Landscape

By: Todd Haag, Project Manager Date: _____

State of: FLORIDA
 County of: ORANGE
 Subscribed and sworn to before me
 this first day of May, 2014

Notary Public:
 My Commission expires: _____

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the date comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED _____ **Date:** _____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

Engineer: _____
 By: _____ Date: _____

Owner Initials _____

Contractor Initials _____

Owner Initials _____

Contractor Initials _____