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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

CASE NO. 2020-CA-006803-O

VALIDUS CONSTRUCTION SERVICES, LLC,
a Florida Limited liability company,

Plaintiff,

v.

DISNEY VACATION CLUB MANAGEMENT, LLC,
a Florida limited liability, f/k/a DISNEY VACATION CLUB MANAGEMENT CORP.,

Defendant.

_____/

DEFENDANT, DISNEY VACATION CLUB MANAGEMENT, LLC'S MOTION TO DISMISS COUNT II OF PLAINTIFF, VALIDUS CONSTRUCTION SERVICES, LLC'S COMPLAINT AND MOTION TO STRIKE IMPERTINENT MATERIAL FROM COMPLAINT

Defendant, Disney Vacation Club Management, LLC f/k/a Disney Vacation Club Management Corp. ("Disney"), by and through the undersigned counsel and pursuant to Florida Rules of Civil Procedure 1.110 and 1.140, hereby files this Motion to Dismiss Count II of Plaintiff, Validus Construction Services, LLC ("Plaintiff") Complaint and Motion to Strike multiple paragraphs of Plaintiff's Complaint as impertinent, immaterial or scandalous, and in support thereof, states as follows:

INTRODUCTION

1. On or about July 1, 2020, Plaintiff filed the instant lawsuit against Disney arising out of a construction agreement ("Agreement") for the construction and renovation of guestrooms at Disney's Saratoga Springs Resort & Spa ("Project"), asserting claims for breach

of contract and negligent misrepresentation. A true and correct copy of the Agreement is attached hereto as Exhibit "A".

2. However, in its Complaint, Plaintiff alleges that "Disney knew or should have known that its original schedule and project budget were incomplete, incorrect, unreliable and false." ¶ 71. Further, Plaintiff alleges that Disney "knew or should have known that it had no intention to authorize reasonable and required schedule adjustments and change orders submitted by Validus". ¶ 71. Not only does Plaintiff's claim for negligent misrepresentation fail to state a cause of action, Plaintiff's claim is also barred by the well-established economic loss doctrine and the Parties' Agreement. Even if Plaintiff could maintain a claim notwithstanding the aforementioned issues, Plaintiff has failed to state one with the requisite specificity as required pursuant to Rule 1.120(b) of the Florida Rules of Civil Procedure.

3. In addition, Rule 1.140(f) of the Florida Rules of Civil Procedure provides that "a party may move to strike...immaterial, impertinent or scandalous matter from any pleading at any time." Fla. R. Civ. P. 1.140(f); Pentecostal Holiness Church, Inc. v. Mauney, 270 So.2d 762, 769 (Fla. 4th DCA 1972).

4. Plaintiff has filed a Complaint that is void of the factual support required to maintain a claim for negligent misrepresentation and that is laden with immaterial, impertinent and inappropriate allegations unrelated to the factual issues at hand. These allegations have been included in the Complaint in an effort to attack Disney with scandalous accusations so as to place this matter into the arena of public discussion.

5. Based on the foregoing, Disney respectfully requests that this Honorable Court enter an Order Dismissing Count II of Plaintiff's Complaint with prejudice and enter an Order

Striking the immaterial, impertinent and scandalous allegations contained in Plaintiff's Complaint as set forth in detail below.

ARGUMENT

A. Legal Standard for Ruling on a Motion to Dismiss

One of the basic purposes of a motion to dismiss is to test the over-all sufficiency of the complaint to state a claim upon which relief can be granted. Augustine v. Southern Bell Tel. & Tel. Co., 91 So. 2d 320 (Fla. 1956). For purposes of a Motion to Dismiss, the court must accept any well-pled facts of a claimant's pleading as true. Insurance Concepts and Design, Inc. v. Healthplan Services, Inc., 785 So. 2d 1232, 1233 (Fla. 4th DCA 2001) (citing Provence v. Palm Beach Taverns, Inc., 676 So. 2d 1022, 1024 (Fla. 4th DCA 1996)). A pleading fails to state a cause of action if the allegations negate an essential element of a cause of action or omit any reference to an essential element. Barrett v. City of Margate, 743 So. 2d 1160, 1162 (Fla. 4th DCA 1999).

The pleading must also include a specific factual allegation for each essential element required by substantive law for a particular cause of action. Barrett, 743 So.2d at 1162. Dismissal is required if the pleading lacks ultimate facts supporting each element of a cause of action. Clark v. Boeing Co., 395 So. 2d 1226, 1229 (Fla. 3d DCA 1981). For a complaint to survive, it must meet strict pleading requirements for a claim predicated on fraud. Simon v. The Celebration Company, 883 So2d 826 (Fla. 5th DCA 2004). In determining sufficiency, the court should not accept "internally inconsistent factual claims, conclusory allegations, unwarranted deductions, or mere legal conclusions." W.R. Townsend Contracting, Inc. v. Jensen Civil Constr., Inc., 728 So. 2d 297, 300 (Fla. 1st DCA 1999) (internal citations omitted). Conclusory

allegations in a pleading are insufficient to state a cause of action. Clark, 395 So. 2d at 1229; Doyle v. Flex, 210 So. 2d 493 (Fla. 4th DCA 1968).

B. Plaintiff Has Failed to Support a Claim for Negligent Misrepresentation

Count II of Plaintiff's Complaint must be dismissed as Plaintiff fails to allege sufficient facts to support a claim for negligent misrepresentation with the particularity required under Rule 1.120 as well as the fact that the economic loss rule and the Parties' own Agreement bars Plaintiff's claim for negligent misrepresentation.

1. Plaintiff Fails to Allege a Prima Facie Claim of Negligent Misrepresentation under Florida Law

Under Florida law, a claim based on negligent misrepresentation requires allegations of ultimate fact supporting the following elements: (1) a misrepresentation of a material fact; (2) the defendant made the representation without knowledge as to its truth or falsity, or under circumstances in which he ought to have known of its falsity; (3) that the defendant intended that the misrepresentation induce another to act on it; and (4) injury must result to the party acting in justifiable reliance on the misrepresentation. Souran v. Travelers Ins. Co., 982 F.2d 1497, 1503 (11th Cir. 1993)(applying Florida law); Linville v. Ginn Real Estate Co., LLC, 697 F. Supp. 2d 1302, 1307 (M.D. Fla. 2010); Coral Gables Distributors, Inc v. Melich, 992 So. 2d 302, 303 (Fla. 3d DCA 2008).

Negligent misrepresentation claims sound in fraud and therefore the heightened pleading standard under Rule 1.120(b) of the Florida Rules of Civil Procedure applies. Morgan v. W.R. Grace & Co., 779 So.2d 503, 506 (Fla. 2d DCA 2000). To satisfy Rule 1.120(b), Plaintiff is required to "clearly and concisely set out the essential facts of the fraud" by identifying specific

facts and stating how they are false. Thompson v. Bank of New York, 862 So.2d 768, 770 (Fla. 4th DCA 2003); Simon v. Celebration Co., 883 So.2d 826, 833 (Fla. 5th DCA 2004). The required particularity includes the following:

> (1) precisely what statements were made in what documents or oral representations or what omissions were made;
>
> (2) the time and place of each such statement and the person responsible for making (or in the case of omissions, not making) same;
>
> (3) the content of such statements and the manner in which they misled the plaintiff, and
>
> (4) what the defendants gained through the alleged fraud.

U.S. ex. rel Clausen v. Laboratory Corp. of America, Inc., 290 F.3d 1301, 1313 (11th Cir. 2002); Bankers Mut. Capital Corp. v. USF&G, 748 So.2d 485, 490 (Fla. 4th DCA 2001). The heightened pleading standard requires that plaintiff apprise defendant of the precise misconduct with which they are accused and "to protect defendants from contrived charges of fraudulent behavior'." Id., citing Coquina Investments v. Rothstein, No. 10-60786-CIV, 2011 WL 197241, at * 7 n. 2 (S.D. Fla. 2011).

Plaintiff's Complaint fails to meet this standard. Specifically, Plaintiff does not allege what statements in the original schedule and project budget were misrepresented, when they were made, and how the misrepresentations induced Plaintiff into acting on them. In essence, Plaintiff merely states that the original schedule and project budget were incomplete, incorrect, unreliable and false – but nothing else of substance. See Complaint, ¶ 71. Accordingly, Plaintiff's negligent misrepresentation claim is deficient and requires additional specificity to survive Rule 1.120(b).

Further, Plaintiff's Complaint does not allege a false statement directly communicated by Disney to the Plaintiff. The closest allegation Plaintiff makes to alleging a false statement is in paragraph 71 of the Complaint, which states that "Disney knew or should have known that its original schedule and project budget were incomplete, incorrect, unreliable and false." However, this is woefully insufficient to base a negligent misrepresentation claim, and again fails to satisfy the Rule 1.120(b) heightened pleading standard. See FDIC v. Simon, 2012 WL 1142708, * 4 (D. Nev. 2012)("Plaintiff must explain the who, what, where, why and when of the alleged negligent misrepresentation, including all the parties involved in the appraisal, the specific basis on which the appraisal is alleged to be a negligent misrepresentation, and the specific damages suffered by Plaintiff"); Scott v. LTS Builders, LLC, 2012 WL 5207456, * 5 (M.D. Pa. 2012)("Plaintiffs have failed to show that the Defendants made any material misrepresentations directly to them...."). Plaintiff did not allege (1) the time and place of the alleged misrepresentation; (2) the content and manner in which the statements misled the Plaintiff; or (3) what Disney gained through the alleged misrepresentation.

Plaintiff did not and simply cannot allege that it submitted a bid for construction management services in reliance on an "incomplete, incorrect, unreliable and false" original schedule and project budget. Plaintiff's burden of pleading the particularized facts that show what statement was false, who relied on it, when it was made, and the precise amount of damages proximately caused by the false statement as opposed to a Plaintiff's own default under the contract has not been met. See Recreational Design & Constr., Inc. v. Wiss, Janney, Elstner Associates, Inc., 820 F.Supp.2d 1293, 1299 (S.D. Fla. 2011 ("the Complaint does not make it clear that the Plaintiff relied on Defendants' reports or documents"). Though pleading deficiencies that can ordinarily be corrected through amendment should not be dismissed with

prejudice, as shown below even more detailed allegations will not result in a sustainable cause of action. As such, Count II should be dismissed with prejudice.

2. Plaintiff's Negligence Misrepresentation Claim is Barred by the Economic Loss Rule

Plaintiff's claim of negligent misrepresentation is barred by the economic loss rule – in addition to the independent tort doctrine - because the alleged tortious conduct pled in Count II is identical to that alleged in Plaintiff's breach of contract claim. Specifically, the economic loss rule provides that such contractual obligations cannot form the basis for a tort cause of action when the losses allegedly suffered are purely economic. See, e.g., AFM Corp. v. Southern Bell Tel. & Tel. Co., 515 So.2d 180, 181-82 (Fla. 1987) (holding that the plaintiffs negligence claim against Southern Bell was barred by the economic loss rule); see also Williams Elec. Co. v. Honeywell, Inc., 772 F. Supp. 1225, 1237-38 (N.D. Fla. 1991) (stating that "the essence of the economic loss rule is that contract law and tort law are separate and distinct, and the courts should maintain that separation in the allowable remedies").

Ordinarily claims for negligent misrepresentation are not barred by the economic loss rule because such claims normally involve misrepresentations which occur prior to the entry of the contract, and are made to induce the complaining party to enter into the contract. Moransais v. Heathman, 744 So.2d 973, 980 (Fla. 1999); HTP, Ltd. v. Lineas Aereas Costarricenses, 685 So.2d 1238, 1240 (Fla. 1996). However, when the alleged misrepresentations relate to and are dependent upon the breaching party's subsequent performance under the contract, the economic loss rule will limit the parties to only recover contractual, and not tort remedies, for any alleged breach. Straub Capital Corp. v. L. Frank Chopin, 724 So.2d 577, 579 (Fla. 4th DCA 1998) (barring plaintiffs' negligent misrepresentation claim pursuant to the economic loss rule because the "misrepresentations were directly related to the breaching party's performance under the

subject lease agreement"); Hotels of Key Largo v. RHI Hotels, 694 So.2d 74, 78 (Fla. 3d DCA 1997) ("misrepresentations relating to the breaching party's performance of a contract do not give rise to an independent cause of action in tort, because such misrepresentations are interwoven and indistinct from the heart of the contractual agreement"); Thunderwave, Inc. v. Carnival Corp., 954 F. Supp. 1562, 1568 (S.D. Fla. 1997) (barring plaintiffs tort claim because "the alleged fraud is fraud 'interwoven with the breach of contract' and is barred by the economic loss rule.").

Here, Plaintiff alleges that Disney made misrepresentations regarding its intention to authorize reasonable and required scheduled adjustments and change orders submitted by Plaintiff. See Complaint, ¶¶ 71, 74. These allegations are the essence of and go to the heart of Plaintiff's breach of contract count. In its count for breach of contract, Plaintiff alleges that Disney breached the contract by refusing to "approve and pay for change orders which were required to accommodate Disney's change in scope", by "causing project delays, and at the same time accelerating the Project, all resulting in increased Project cost and refusing to compensate Validus accordingly" and by "attempting to back-charge Validus for damages caused by Disney's own malfeasance". See Complaint ¶¶ 63-65.

In Straub, the plaintiffs/tenants in a commercial building sued the landlord for negligently promising more that it could perform under the subject lease agreements. Straub, 724 So.2d at 579. Pursuant to the lease agreements, certain tenants were scheduled to either vacate or exchange office space in the commercial building at the end of 1994. Id. However, due to various circumstances, one tenant could not move into its designated space until the beginning of February of 1995, and the renovations on this space were not completed until April of 1995. Id. at 578. In reversing the trial court's award of damages to the tenants for the landlord's alleged

negligent misrepresentation, the Fourth District Court of Appeals court found that the economic loss rule barred the tenants' claim for negligent misrepresentation, and stated:

> [W]e conclude the tenants' action for negligent misrepresentation in the instant case was barred by the economic loss rule because the subject misrepresentations were directly related to the breaching party's performance under the subject lease agreement.

Id. at 579 (emphasis added).

Likewise, Plaintiff's claim for negligent misrepresentation ultimately revolves around Disney's alleged inability to perform under the contract. According to Plaintiff, Disney misrepresented its ability to authorize reasonable and required schedule adjustments and change orders submitted by Validus. See Complaint ¶¶ 71. Plaintiff's damages are premised upon Disney's alleged inability to performed as promised. Such a claim necessarily centers around Disney's subsequent performance, or lack thereof, in order for Plaintiff to prove its cause of action for negligent misrepresentation. Thus, Plaintiff's claim is one which is directly related to Disney's performance under the contract. These types of claims are barred by the economic loss rule because they are the proper subject breach of contract claims, and not tort actions – thus, it should be dismissed with prejudice.

3. Plaintiff's Claim for Negligent Misrepresentation Fails to Identify and Establish Reliance on an Existing Material Fact

First, to be actionable, a claim for negligent misrepresentation must involve an existing material fact rather than mere opinion or misrepresentation of law. See Bailey v. Trenam, Simmons, Kemker, Scharf, Barkin, Frye & O'Neill, P.A., 938 F. Supp. 825, 829 (S.D. Fla. 1996). Plaintiff cannot establish that its reliance upon Disney's alleged statements involved an existing material fact. Further, Plaintiff does not allege, though it must, that Disney intended its purported representations of future performance to induce Plaintiff to enter into an agreement.

"In general, to constitute actionable fraud, a false representation must relate to an existing or pre-existing fact … [a] promise of future action or a prediction of future events cannot, standing alone, be a basis for fraud because it is not a representation, there is no right to rely on it, and it is not false when made." Cavic v. Grand Bahama Development Co., Ltd., 701 F. 2d 879, 883 (11th Cir. 1983) (emphasis added).

Furthermore, Plaintiff has not alleged any false or negligent statement on Disney's part insofar as statements regarding promised future action are not actionable unless the promisor had no intention of performance at the time of representation. See, e.g., Palmer v. Santa Fe Healthcare Systems, Inc., 582 So. 2d 1234 (Fla. 1st DCA 1991), review denied, 593 So. 2d 1052 (Fla. 1991) ("A promise as to future conduct may serve as a predicate for a claim of fraud if it is made without any intention of performing, or with the positive intention not to perform"). Plaintiff has stated no claim for negligent misrepresentation as outlined above, therefore, because it has not alleged and truthfully cannot allege that Disney had the positive intent not to perform any promise or made any promise with the present intent not to perform that promise. Accordingly, Count II must be dismissed.

4. The Allegations of Plaintiff's Negligent Misrepresentation Claim are Repugnant to the Terms and Conditions of the Parties' Agreement

As a final matter, Plaintiff failed to comply with the clear requirements of the parties' Agreement with regard to submission of claims for the extension of time, therefore, Plaintiff's claim for negligent misrepresentation should be dismissed. Specifically, Article 8.3.2 of the General Conditions to the Agreement provides as follows:

> The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-Subcontractors may incur as a result of any

> delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, except such claims as are made in accordance with the provisions of Article 13 of these General Conditions…"

See Exh. "A" at Article 8.3.2.

It is apparent that this provision is repugnant with the allegations of Plaintiff's negligent misrepresentation count – in addition to the fact that Plaintiff failed to make any such claim(s) in accordance with the provisions of Article 13 of the Parties' Agreement. It is well-settled under Florida law that a party cannot recover for alleged misrepresentations that are adequately covered or expressly contradicted in a written contract. Hillcrest Pac. Corp. v. Yamamura, 727 So. 2d 1053, 1056 (Fla. 4th DCA 1999). "To hold otherwise is to invite contracting parties to make agreements of the kind in suit and then avoid them by simply taking the stand and swearing that they relied on some other statement." TRG Night Hawk Ltd. v. Registry Dev. Corp., 17 So. 3d 782, 784 (Fla. 2d DCA 2009); Taylor Woodrow Homes Florida, Inc. v. 4/46-A Corp., 850 So. 2d 536, 542-43 (Fla. 5th DCA 2003) ("Moreover, the courts have held that a party may not recover in fraud for an alleged false statement when proper disclosure of the truth is subsequently revealed in a written agreement between the parties").

Plaintiff's allegations that Disney "Disney knew or should have known that its original schedule and project budget were incomplete, incorrect, unreliable and false" and Disney "knew or should have known that it had no intention to authorize reasonable and required schedule adjustments and change orders submitted by Validus" fail to account for the aforementioned, contradictory provisions of the Parties' written Agreement. See Plaintiff's Complaint at ¶ 71. Thereby, Plaintiff's claim for negligent misrepresentation should be dismissed by the Court.

C. Several Paragraphs of Plaintiff's Complaint Must be Stricken as Immaterial, Impertinent or Scandalous

Florida Rule of Civil Procedure 1.140(f) permits a party to move to strike redundant, immaterial, impertinent, or scandalous matter from any pleading at any time. See Fla. R. Civ. P. 1.140(f). A motion to strike under Rule 1.140(f) should be granted if the matter pled is "wholly irrelevant, can have no bearing on the equities and no influence on the decision." *Rice-Lamar v. City of Fort Lauderdale,* 853 So. 2d 1125, 1133-34 (Fla. 4th DCA 2003). Plaintiff's Complaint is riddled with allegations that are irrelevant and have no bearing on the issues at hand. Specifically, Plaintiff makes a series of immaterial, impertinent and scandalous claims in the following paragraphs of its Complaint: ¶ 2; ¶ 15(c); ¶ 16; ¶ 20(b); ¶ 27; ¶ 28; ¶ 29; ¶ 30; ¶ 31; ¶ 32; ¶ 33; ¶ 34; ¶ 35; ¶ 36; ¶ 37; ¶ 38; ¶ 39; ¶ 40; ¶ 41; ¶ 42; ¶ 43; ¶ 44; ¶ 45; ¶ 46; ¶ 47 and ¶ 48.

There is no plausible causal connection or relation between Plaintiff's breach of contract and negligent misrepresentation claims and the aforementioned allegations. In fact, such allegations clearly are impertinent, scandalous, and properly the subject of a motion to strike. The case of Rapp v. Jews for Jesus, Inc., 944 So.2d 460 (Fla. 4th DCA 2006) is particularly illustrative. In Rapp, the court affirmed the striking of "paragraphs [that] detail[ed] the animosity between the plaintiff and Jews for Jesus." Id. at 463. The court held the allegations were "redundant, bellicose, and unnecessary to state the causes of action alleged." Id. Rapp further made clear a "complaint in a lawsuit is not a press release." Id. The court even noted that the "hallmarks of good pleading are brevity and clarity in the statement of the essential facts upon which the claim for relief rests 'rather than intricate and complex allegations designed to plead a litigant to victory.'" Id. at 463-64.

A mere glance at the allegations at issue reflects those allegations are not a "statement of the essential facts upon which the claim for relief rests." Rapp, 944 So.2d at 463-64. Such conduct should not be permitted and, therefore, those allegations should be stricken. Florida

Rule of Civil Procedure 1.110(b) provides that a complaint must contain a "short and plain statement of the ultimate facts showing that the pleader is entitled to relief." The aforementioned allegations have no bearing on the issues at hand, are immaterial, impertinent, reference causes of actions not alleged in the Complaint and unduly prejudice Disney. These allegations are immaterial, impertinent and/or scandalous in nature and should be stricken from Plaintiff's Complaint. Based on the foregoing, Disney respectfully requests that this Honorable Court strike the aforementioned paragraphs from Plaintiff's Complaint.

CONCLUSION

WHEREFORE, Defendant, Disney Vacation Club Management, LLC f/k/a Disney Vacation Club Management Corp., respectfully requests that this Honorable Court dismiss Count II of Plaintiff's Complaint with prejudice and strike the aforementioned paragraphs from Plaintiff's Complaint grant any additional relief this Honorable Court deems just and proper.

CERTIFICATE OF GOOD FAITH CONFERENCE

In accordance with Ninth Circuit Business Court Procedure 5.3, on Friday, August 14, 2020, Emily M. Martin, counsel for Disney, conferred with Thomas Allison, counsel for Plaintiff, via telephone for purposes of conducting a good faith conference relative to the relief sought in these Motions. Counsel have been unable to agree on the resolution of these Motions.

Respectfully submitted,

/s/ John H. Dannecker
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the original document will be E-FILED to the Clerk of the Court, and that a copy of the foregoing was furnished to the following, by ELECTRONIC MAIL this 14th day of August, 2020.

SERVICE LIST
Validus Construction Services LLC v. Disney Vacation Club Management, LLC, f/k/a/ Disney Vacation Club Management Corp.
Case No. 2020-CA-006803-O

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PROJECT: **WALT DISNEY WORLD® Resort – Disney's Saratoga Springs Resort & Spa Guestroom Renovation**

CONTRACT NUMBER: **4505561366** PROJECT REFERENCE NUMBER: **18RW-0473**

FIXED FEE PLUS GUARANTEED MAXIMUM COST AGREEMENT

THIS FIXED FEE PLUS GUARANTEED MAXIMUM COST AGREEMENT ("**Agreement**"), made effective as of the 19th day of September, 2018, between **Disney Vacation Club Management Corp.**, (herein referred to as the "**Owner**"), whose mailing address is P.O. Box 10000, Lake Buena Vista, FL 32830, and **Validus Construction Services, LLC** (herein referred to as the "**Contractor**"), whose mailing address is 14129 Town Loop Blvd., Suite 100, Orlando, FL 32837.

W I T N E S S E T H

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Article 1
DEFINITIONS; THE CONTRACT DOCUMENTS

1.1. The capitalized terms used herein shall have the meanings set forth in the General Conditions of the Contract (herein referred to as the "**General Conditions of the Contract for Construction**" or "**GCCs**") unless a specific definition therefor is provided herein. Unless otherwise specified, references herein to numbered articles and paragraphs are to those in this document. This Agreement shall be referred to throughout the Contract Documents (as defined below) as the "**Agreement**".

1.2. The Contract Documents consist of this Agreement, the conditions of the Contract (General, Special, Supplementary and other conditions), the Drawings, the Specifications, all Addenda (except portions thereof relating purely to any of the bidding forms or bidding procedure), all Modifications and all other documents comprising the Contract as specified in Article 2. In addition all other work product produced by the Contractor and approved by the Owner shall become Contract Documents upon such approval. Such documents form the Contract and all are as fully a part thereof as if attached to this Agreement or repeated herein.

Article 2
STATEMENT OF THE WORK

2.1 The Contractor shall provide and pay for all materials, tools, equipment, labor, supervision, permits, fees and professional and nonprofessional services, and shall perform all other acts and supply all other things necessary to fully and properly perform, construct and complete the following as provided in the Contract Documents listed below:

Exhibit A – Scope of Work:

Contractor shall perform a "New Room" and full bathroom renovation of Disney's Saratoga Springs Resort & Spa, a 1260 key Disney Vacation Club Resort. The guestrooms consist of 432 Studio units, 432 One Bedroom Villas, 360 Two Bedroom Villas, and 36 Grand Villas. The Studio units consist of a small kitchenette, One and Two bedroom units include a living/dining room and full kitchen and the Grand Villas include a separate living and dining room, full kitchen and an additional bedroom (3 bedrooms in total). The 1260 rooms are

EXHIBIT "A"

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accessed from an exterior corridor. The Work will take place in 18 buildings, taking two buildings down at a time.

Scope for accessible guestrooms will be similar to the standard room scope, plus modifications to those accessible elements to meet ADAAG and Florida Accessibility Requirements.

The following is a general description of the renovation scope with tentative responsible party designations of OFCI (Owner-Furnished/Contractor-Installed) or CFCI (Contractor-Furnished/Contractor-Installed).

GUESTROOM SOFTGOODS:

- LVT/Underlayment System Installation / OFCI
- Carpet in bedroom / OFCI
- New Decorative Throw Pillows @Sofa and Loveseat / OFCI
- Mattress Replacement / OFCI
- Overdrape & Valance Replacement / Fabric – OFI, Fabrication –CFCI
- New Sheers with Wall Mounted Hardware/ Sheer Fabric – OFI, Fabrication and Hardware – CFCI

GUESTROOM HARDGOODS

- Install Dresser with Stone Top / OFCI, Stone Fabrication and Install – CFCI
- Replace Framed Wall Mounted Mirror at Banquette / OFCI
- Replace Framed Artwork / OFCI
- New headboards /OFCI
- Replace Crown Molding/CFI
- Tables in Dining and Living Rooms and Bedrooms / OFCI
- Replace Nightstands / OFCI
- Replace Sleeper Sofa Flip Bed /OFCI
- New Platform Bed / OFCI
- New Inova Bed / OFCI
- New Lounge Chairs / OFCI
- Replace Ottoman / OFCI
- Install New Closet Millwork and Shelving / CFCI
- Television Replacement including Wall Mount and Cord Cover / OFCI
- Install new Convenience Outlet at Dresser and Nightstands / OFCI
- Install new Wall-E Box (Housing modems, routers, repeaters, TV cable supply, power receptacles etc.) /OFCI
- Install new Pocket Door/ OFI – Frame and Hardware System, CFCI – Pocket Door
- Replace Entry and Connector Door Hardware / CFCI
- Strip and Repaint Existing Doorframes / CFI
- Install new Entry Door Threshold /CFCI
- Strip and repaint existing Connector Door and Frame / CFCI
- Balcony Door Frame clean and refinish /CFCI

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- Sliding Door Hardware Replacement /CFCI

GUESTROOM ENTRY:

- New Entry Cabinet / OFCI
- New wall mounted mirror / OFCI
- Studio Entry - Table and Shelving / OFCI

GUESTROOM LIGHTING:

- Floor Lamp / OFCI
- Ceiling Mounted Light Fixture / OFCI
- Wall Mounted Bed Sconces /OFCI
- LED Reading Lights (2 per headboard) / OFCI
- Recessed Ceiling Downlight Fixture at Entry Hallway /OFCI
- Kitchen Lighting including under counter lighting / OFCI

KITCHEN:

- New Appliances / OFCI
- Stackable Washer and Dryer / OFCI
- Touch-up existing kitchen sink including studio kitchenette / CFCI
- Counter Modifications / CFCI
- Back Splash Tile / OFCI
- New Faucets / OFCI
- Kitchen Cabinetry / CFCI

STUDIO KITCHENETTE:

- Existing Millwork - Prep, prime and two coats of paint /CFCI
- Base Cabinetry – Prep, prime and two coats of paint / CFCI
- New Stone Counter Tops / OFCI, Installation / CI
- Counter Top Microwave / OFCI
- Under Counter Refrigerator / OFCI

BATH/VANITY:

- Replace tile floor /OFCI
- Replace wall tile, tub surround, shower surround / OFCI
- Paint Vanity and Bathroom Walls /CFCI
- Install GFCI Duplex Power Receptacle at Nightlight at Vanity /CFCI
- Replace Vanity Mirror, lighted mirror /OFCI
- Replace Vanity Assembly/base – OFCI, Stone Counter Top – CFCI
- Replace Lavatory Bowls – CFCI, Faucets – CFCI, Sink Drains and Taps – CFCI
- Replace Towel Bars, Towel Ring, Robe Hook, TP Holder, Clothes Line, Shower Rod / OFCI
- Replace Toilet and Seat / CFCI
- Replace Angle Stops, Escutcheons and Braided Lines / CFCI
- Install New Sliding Class Tub Enclosure / OFCI

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- Install New Hinged Hardware for Glass Shower Enclosure / OFCI
- Replace Standard Tub/Cast Iron Tub – OFCI, Tub Surround – OFCI
- Install New Showers / CFCI, Cast Iron Shower Pan – OFCI, Shower Surround – OFCI
- Install New Recessed Solid surface Amenity Niche / OFCI
- Replace Tub and Shower Controls / CFCI
- Replace Grab Bars / CFCI, Fold Up Grab Bar in FL Specials / CFCI
- Replace Toilet Room Exhaust Fan / CFCI
- Recessed Ceiling Downlight Fixture at Bathroom and Vanity / CFCI
- Telescopic Door Frame and Hardware – OFCI, Doors – CFCI

BALCONY:

- Pressure Wash Only – Balcony Rail and Columns / CFCI
- Replace Balcony Furniture /OFCI
- Remove Existing Caulk and apply new caulk : Ceiling to Wall Joints, Wall to Floor Joints, Slider Door Frame Joints / CFCI

ACCESSIBLE GUESTROOM MODIFICATIONS: (Dispersion not completed yet for # of locations)

- Conversion of Existing Standard Tub to Tub and Transfer Showers
- Upgrade Existing Tub and Showers to Code
- Upgrade Existing Roll-In Showers to Code
- Conversion of Standard Guestroom to Florida Specials
- Conversion of Florida Specials to Stand Guestroom
- Upgrade Existing Florida Specials to Current Code
- Conversion of Standard Guestroom to Guestroom with Communication Features
- Upgrade Guestroom with Communication Features
- Tile Floor and Wall Fixtures / OFCI
- Grab Bars / CFCI

MISCELLANEOUS

- Install Furniture Glides / OFCI
- Replace Interior Sprinkler Heads in Guestrooms / CFCI
- Replace Fire Safety Devices (Smoke Detectors, Annunciators, etc.) / CFCI
- Prep, prime and two coats of paint all painted surfaces / CFCI
- New Baseboards in Guestrooms / CFCI
- Caulk junctions and dissimilar materials / CFCI
- Replace corner guards / CFCI
- Replace all Electrical Receptacles, Switches and Covers / CFCI
- Convert existing Duplex Receptacle behind Nightstand to Quadraplex / CFCI
- Replace Thermostat / CFCI
- Replace In-Room FCU Return Air Grille / CFCI

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- Replace Supply Air Grille / CFCI
- Remove, store and reinstall FF&A scheduled for reuse – Contractor
- Manage and coordinate attic stock fabrication and delivery - Contractor

PRECONSTRUCTION SERVICES:
Contractor's Preconstruction Services shall include, but are not limited to, the following:

- Quantification/Verification
  - Confirm CFI material lead times.
  - Provide a full and complete Room Matrix that identifies all furniture, fixtures, and equipment (FF&E) quantities and requirements per the Contract Documents and field verification.
  - The Contractor shall provide to the Owner quantification of all OFI that the Contractor shall be responsible to install.
  - The Contractor shall provide to the Owner quantification of all CFI that the Contractor shall be responsible to furnish and install.
  - Site visit(s) to become familiar to the resort and guestroom types. The person responsible for creating the sub-trade bid packages and facilitating the bid process is required for this activity.

- Design Review
  - Review plans and specifications and provide written recommendations concerning improvements that will enhance bidability and constructability. Provide demolition permit and labor for design research, if required.
  - Include 24 hours of design review meetings.

- Bid Document Development
  - Coordinate with the Owner to develop an overall detailed project schedule covering all preconstruction, construction, and close-out phase activities. The schedule will reflect bidding, bid review, contract award, permitting, submittals, fabrication/delivery, mobilization, construction and other related items for each component of the project. The schedule will identify and integrate the activities of each entity in the delivery of the project.
  - Develop bid form trade package scope assignment recommendations and associated detailed written scope definitions. Owner shall modify the bid form for the Contractor to then distribute.
  - With Owner, establish a list of potential anticipated additional Work that may be performed by the Subcontractors during the course of the project in accordance with Unit Prices established with the Contractor during the Subcontractor bidding phase. These Unit Prices shall exclude the Contractor's profit and overhead and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor, and materials) to perform the Work. Unit Prices will be included in the Agreement as a Change Order and tracked on a per sequence basis.
  - With Owner, establish a list of potential Bid Alternates. These Bid Alternates shall include only the Subcontractor's pricing as submitted during the bid

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process and include all costs and expenses of any nature whatsoever, including without limitation, taxes, labor, and materials to perform the Work. Bid Alternates will be accepted by Owner either during original Subcontractor award or at any point during the implementation of the project. Contractor will not be allowed to markup any Bid Alternate pricing regardless of when Owner accepts.

- Provide detailed guestroom task list with appropriate trade breakdown and timing and sequence task lists including breakdown of intrasequence groupings
- Develop detailed graphic logistic plans and narratives addressing site access, circulation, staging, storage, construction/visual intrusion barriers, material and debris and labor movement, noise containment/reduction, dust containment/reduction, landscape removal/restoration and other necessary requirements.
- Contractor shall be responsible to complete Owner specified sections of the Project Manual with concurrence of the Owner. A sample typical Project Manual shall include, but is not limited to the following:
  - Technical Specifications (Owner)
  - Project Directory (Owner)
  - Project Schedule (Owner)
  - Detailed Task Cards for Project by sequence (Contractor)
  - Property Map (Owner)
  - Lay Down Area(s) Location and Plan (Owner)
  - Site Fence Details (Owner)
  - Standard Scope (Owner)
  - Policies & Procedures (Owner)
  - Responsibility Matrix- Standard Guestroom Renovation Items (Owner/Contractor)
  - Responsibility Matrix- Project Specific Items (Owner/ Contractor)
  - Standard Mirror and Artwork Detail (Owner)
  - Standard Attachment Cable Detail (Owner)
  - Standard Curtain Rod and Cornice Attachment Detail (Owner)
  - Standard Ceiling Fan Installation Detail (Owner)
  - Guidelines for Attachment of Overhead Objects (Owner)
  - Submittal Board Details (Owner)
  - Schedule of Submittals (Contractor)
  - Punch List Master Sheet (Owner)
  - Unit Cost Summary Form (Owner)
  - OFI Inventory Report (Owner)
  - Pull Request Form (Owner)
  - FF&E Specifications (Owner)
  - Construction Barricade Details (Owner)
  - Drawings (Owner)
- All Bid Documents will be watermarked with “For Bidding Purposes Only Not for Construction ‘Bid Date’”.

- Subcontractor Bid Process

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- Develop bid list of suggested Subcontractors for Owner's review. Owner (at its sole discretion) has the right to reject any Subcontractors and add any Subcontractors. Ensure adequate number of Subcontractors for each trade package in order to obtain the required minimum three (3) bids for each trade. Perform bidder qualification as required.
- Plan, schedule, and conduct the Pre-Bid Meetings and site visits with the invited Subcontractors. The Pre-Bid Meetings will be held on the Owner's property in a conference room provided by the Owner. The expectation for the Pre-Bid Meetings is to have the first Pre-Bid Meeting with all Subcontractors to provide a broad overview of the project. Site visit to the associated guestrooms shall be separate of the Pre-Bid Meeting and trades scheduled in a fashion to disperse the number of visitors throughout the day. Within the following few days, separate Pre-Bid Meetings may be held with each trade, as deemed necessary by Owner, to further outline the specific scope and requirements for each trade. The Owner anticipates these separate meetings will occur within three (3) days of base Pre-Bid Meeting and expects each to be between one-half hour and one hour depending on the trade. The expectation is that at the end of these Pre-Bid Meetings each Subcontractor has a full and complete understanding of the requirements and expectations for their specific scope of Work.
- Prepare and transmit all necessary invitations to bid, bid addenda and post-bid addenda and copy the Owner.
- If the Contractor is able to self-perform certain Trade Package scopes and desires to compete for such Trade Package, the Contractor shall notify the Owner in writing at the time the bid list is established for that trade or scope package. The Owner's expectation is that the Contractor has a full and complete understanding of each trade scope of work and therefore, should be able to provide a complete and accurate bid during the initial Subcontractor bid process. If the Contractor chooses to bid on a scope of work and notifies the Owner appropriately, the original submitted bid pricing will need to stand throughout the post bid process. The Contractor will not be allowed a post bid conference and will not be allowed to revisit their original bid. The Contractor must submit their bid to the Owner 24 hours prior to the bid date for the Subcontractors. Once the original bids have been submitted, the Contractor has gained an unfair advantage over the Subcontractors and therefore cannot be allowed to resubmit any pricing. In addition, the Owner's expectation for self-performed is that the manpower that will be implementing such self-performed Work will be direct employees of the Contractor.
- Bids solicited by the Contractor shall be submitted by the bidders/Subcontractors directly to the Contractor with a copy provided to Walt Disney World Strategic Sourcing via email. The Contractor shall perform the diligence to ensure all original bids are complete and address all bid addenda.
- Within five (5) working days of receipt of bids the Contractor will provide the bid analysis spreadsheet of all original bids and provide recommended post-bid schedule and subcontractors in accordance with specific format provided by the Owner. All spreadsheets and bid responses shall be provided to the Owner electronically. During this time frame Contractor will ensure that all original

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bids are completely filled out by subcontractors. It is Owner's expectation that all communication with subcontractors during this time frame is via email with Owner copied.

- Contractor shall request any subcontractor(s) who decline to bid, provide such notice in a written format versus phone conversion.
- Plan, schedule and conduct post bid meetings with, at a minimum, the two (2) lowest price, qualified subcontractors (or as directed by Owner). Post bid process will occur as mutually agreed between Owner and Contractor. Unless agreed otherwise, post bid meetings with the Subcontractors shall be held at the Owner's facility at times agreeable to Owner. Owner intends to participate in the post bid meetings with the potential Subcontractors but is not obligated to do so. At Owner's option, additional post-bid meetings with subcontractors specified by the Owner may be required. Contractor shall provide copies of all subcontractor bids to Owner prior to scheduled post-bid meetings. Contractor shall develop post-bid scope questions and provide detailed notes of all subcontractor post-bid meetings to the Owner as well as all revised subcontractor bids as a result of post-bid discussions. Contractor shall direct that all subcontractor post-bid responses be sent via email to both the Contractor and to Owner's Strategic Sourcing Representative. The Contractor will provide a revised bid analysis spreadsheet with all bid and post-bid data included, plus the recommended award spreadsheet in the specific format provided by the Owner. All spreadsheets, bid responses and post bid notes shall be provided to the Owner electronically.
- Once a Trade Package is awarded, the cost and obligations stated therein shall constitute Direct Construction Costs. All Direct Construction Costs shall be considered "all Inclusive" and will be incorporated into the Contract as a lump sum amount via Change Order.

- Submittal Process
  - The Contractor shall provide and gain Owner's approval of a complete submittal schedule prior to subcontractor bid that will demonstrate the ability to provide and gain approval of all submittals prior to Contractor Mock-Up Room commencement. The submittals include all individual submittals, plus required submittal boards.
  - Based on approved submittal schedule, provide all submittals and gain approvals prior to the commencement of the Contractor's Mock-Up Room.
  - Contractor's Mock-Up Room: All individual items that Contractor is responsible for must be individually submitted and approved prior to installation of the Contractor's mockup room. Once all items have been approved, the Owner's approval of the mockup room as a whole can be acquired. The Contractor's mockup room will represent the approved standard of quality for the guestroom renovation project. Any changes that occur during the renovation project must be made and Owner's approval received in the mock up room prior to implementation in the renovation sequences.

- Permits

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- Building permit fees, as determined by Reedy Creek Improvement District (RCID), are not to be included within the General Conditions amount with the bid. The actual permit fee(s) (without markup) will be added to the Agreement via Change Order.
- Contractor is expected to file for building permits immediately upon receipt of Signed and Sealed Drawings.
- Contractor shall inform the Owner's Representative within one (1) business day of any changes or revisions requested by RCID.

- Post Subcontractor Award
  - Verifying CFI orders and lead times.
  - Finalizing scheduling tools and task cards and gaining concurrence from subcontractors and Owner.
  - Preconstruction meetings with subcontractors
  - Site Logistics
  - Weekly Contractor/Owner Project Status Meeting
  - Manage/critic subcontractors OFI/FF&E handling
  - Manage cleanliness of laydown yard and verification of waste diversion guidelines are being performed as outlined

- MISCELLANEOUS SCOPE OF WORK:

  - End-of-Day Site Verification
    - Contractor shall be responsible to submit a report to the Owner's Representative at the end of each working day verifying the site is secured, all doors are locked, all lights are turned off, all thermostats are set, and any other site verification information requested by Owner.
  - Pull Process - for Pulling OFI Materials from the Warehouse
    - Subcontractors shall fill out the Pull Request Forms no later than one week prior to needing OFI material on site. Contractor shall be responsible for checking Pull Request Forms before sending to Owner. Owner shall receive Forms no later than three (3) working days prior to the Pull Request Date listed on the form. Contractor shall be responsible for prompt responses on any issues impeding the approval of Pull Requests.
  - End of Sequence Process
    - Subcontractors shall submit the End of Sequence (EoS) Report no later than one week after finishing in a Sequence. Contractor shall be responsible for reviewing the reports before sending to Owner. Owner shall then schedule review meetings if necessary.
  - Close-Out Process
    - Where Operations & Maintenance (O&M) manuals and as-built drawings are submitted, the Contractor shall obtain appropriate permission or license from relevant beneficial owners of intellectual property rights to allow the Owner and all parties responsible for the operation and maintenance of the Work free from all fees to make additional copies of the manuals and drawings.

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  - All Close-Out requirements detailed in Section 01 10 10 and in the General Conditions of the Contract for Construction.
- Recovery Plan
  - Whenever there is an impact to the Task Card including, but not limited to: Owner-directed Schedule changes, missed task items, material availability, unforeseen conditions, etc. an updated Task Card shall be provided to Owner within 24 hours. The updated Task Card shall detail the recovery plan to maintain turnover dates.
- Contractor shall not be responsible for building the Functional Model Room (FMR), this shall be done by others. However, the Contractor shall be engaged in the FMR construction process to understand and apply any learnings and/or changes to the Work. After the FMR is complete, Contractor shall provide a narrative of all of the discrepancies between the construction of the FMR and the 60 and 90% design documents. Contractor shall meet with the Owner to discuss these findings.
  - Anticipated duration of the FMR construction is 3 – 6 weeks.
  - Those putting together the sub-trade bid packages shall attend the site visits to the FMR and are expected to attend the sub-trade post-bids.
  - Contractor will have full availability to visit the FMR construction site.
  - Contractor shall notify the Owner's Field Representative before visiting the site.

PRE-CONSTRUCTION DELIVERABLES:

- Estimate
  - Contractor shall provide a detailed estimate for the Scope of Work after receipt of the 60% design documents. The Schedule of Values shall be developed with the Owner.
  - Contractor shall update the estimate upon receipt of the 90% design documents.
- Procurement Plan
  - Procurement Plan shall include, but is not limited to:
    - Bidders by trade package
    - Initial bid results, including declinations
    - Final bid results incorporating post-bid responses
    - MWVBE participation
    - Recommended subcontractor award
- Task Card
  - Contractor shall develop a Task Card for each Sequence and Room Type.
  - Task Cards shall include detailed guestroom task list with appropriate trade breakdown and timing and sequence task lists including breakdown of intrasequence groupings.
  - Task Cards shall be posted on each guestroom during production.
  - Contractor shall be responsible to sign off on the Task Card for each room when the activities for that room have been completed.
  - Note: Reedy Creek Improvement District has limited availability for inspections on Fridays. This should be accounted for in the development of the Task Card.

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  - Task Card should reflect working days from Monday through Friday, with available working hours (including noisy work) from 9 AM to 9 PM.
  - See Attachment B for a sample Task Card with expected layout.
- Resource Plan
  - In conjunction with the Task Card, Contractor shall provide a resource plan detailing the anticipated crew size for each sub-trade, as well as confirming the Contractor's staffing.
- Pull Plan
  - In conjunction with the Task Card, Contractor shall provide a Pull Plan including: when materials will be needed to complete each task, what materials are needed, and what days the submission dates are (to the Contractor, to the Owner, and to the Warehouse).
- Inventory Management Preparation
  - Sequence and Turn Plan outlining what room numbers are included in which turn of the sequence.
  - Room Matrix
  - Pull List, for each subcontractor of what they will be pulling.
  - EoS Report Total Project Quantities Estimates from each subcontractor.
- Damages Plan
  - In conjunction with damage reporting procedures a plan will be developed for each subcontractor who is handling OFI specific to the subcontractor's trade.
- Logistics Plan
  - Develop detailed graphic logistic plans and narratives addressing site access, circulation, staging, storage, construction/visual intrusion barriers, material and debris and labor movement, noise containment/reduction, dust containment/reduction, landscape removal/restoration and other necessary requirements.
- Schedule of Submittals
  - Per the Submittal Process detailed in the Scope of Work above.
- QA/QC Plan
  - To be submitted per Section 01 10 10 requirements.
  - Bidders shall detail their process to maintain the expected quality of construction based off of the completed Contractor Mock-Up Room in all guestrooms during production.
- Safety Plan
  - To be submitted per Section 01 10 10 requirements.

MILESTONES:

See Exhibit P for construction milestones.

Contractor shall be responsible to have all preconstruction activities completed **one week prior to construction commencement of the Contractor Mock-Up Room**. Below is a tentative outline of the preconstruction process with suggested and/or historic timelines. This outline is a reference only as the actual schedule of preconstruction shall be determined by the Contractor in conjunction with the Owner.

A. Preliminary Document Review and Site Reviews by Contractor: (TBD)

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B. Preliminary set of documents for preconstruction review:
   - Intent is to provide documentation at 90% level.

C. Procurement Plan provided to Owner: (D minus 7 days)

D. Bid Documents and Specifications to Contractor: (E minus 7)

E. Sub-Trade Bid Packages Issued by Contractor: (F minus 7)

F. Pre-Bid for Subcontractors: (G minus 14) and (O minus 140)
   - Owner's expectation is for Subcontractor Pre-Bid Meeting to occur four months prior to Contractor Mock-Up Room start.

G. Subcontractor Bid Due Date: (H minus 7)

H. Bid Review Package Provided to Owner by Contractor: (I minus 7)
   - Owner's expectation is for the Contractor to facilitate an initial sub-contractor bid review with Owner one week after bids are due.

I. Post-Bids: (J minus 14 to J minus 0)

J. Post-Bid Review Package to the Owner: (K minus 35)

K. Change Order issued by Owner to Contractor: (L minus 7)

L. Submittals & Pull Plan: (O minus 60 to O minus 14)
   - All submittals, including submittal boards, shall be approved by Owner prior to start of Contractor Mock-Up Room.
   - Assume minimum one month duration required for entire submittal process.
   - Owner will not allow any non-approved items to be placed in rooms.

M. Sub-Trade Permits Received: (O minus 7)

N. Contractor Mock-Up Room:
   - Refer to project outage schedule.
   - Must be completed and approved by Owner prior to start of first room outage sequence.

O. Room Outage:

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- Refer to project outage schedule.

P. Close-Out of Project and Contract
- To complete within three months of last room turnover.

Exhibit B – Drawings: To be incorporated via Change Order

Exhibit C – Specifications: Section 01 10 10 – General Requirements for Florida Projects, 24 pages, dated August 18, 2017

Exhibit D – Special Conditions: 21 pages, dated May, 2018 ed.

Exhibit E – General Conditions of the Contract for Construction: 32 pages, dated January 2018 ed.

Exhibit F – Contractor's Guarantee To Owner: 2 pages, dated June, 2012 ed.

Exhibit G – Change Order: 2 pages, dated June, 2012 ed.

Exhibit H – Close-Out Change Order: 11 pages, dated June, 2012 ed.

Exhibit I – Schedule of Unit Prices: To be incorporated via Change Order

Exhibit J – *Not Applicable*

Exhibit K – Information Security Requirements: 2 pages, dated April 2017 ed.

Exhibit L – *Not Applicable*

Exhibit M – General Conditions Listing: 2 pages, dated September 19, 2018

Exhibit N – *Not Applicable*

Exhibit O – Lump Sum Contract for Construction: 6 pages, dated February 22, 2018

Exhibit P – DVC Saratoga Springs Room Outage Plan CY'19 – Rev. 6, 3 pages, dated February 19, 2018

2.2 The Contractor shall provide and pay for all related facilities described in any of the Contract Documents or required to provide the Owner with a fully functional facility including, without limitation, all work expressly specified in the Contract Documents and such additional work as may be reasonably inferred therefrom, saving and excepting only such items of work as are specifically stated in the Contract Documents not to be the obligation of the Contractor. The totality of the obligations imposed upon the Contractor by this Article and by all other provisions of the Contract and the Contract Documents, as well as the structures to be built and the labor to be performed, is herein referred to as the "**Work**".

2.3. Contractor acknowledges that Owner has delivered to Contractor for Contractor's review and approval Exhibits "D", "E", "F", "G", "H", "I", "J", "K", "M", "N" and "O" in the bid package received by Contractor. Contractor has read and accepts all such Exhibits as if attached hereto and made a part hereof. If Contractor desires to obtain additional copies of any or all of such Exhibits, Contractor shall request from Owner, in writing, the specific requested Exhibits.

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Article 3
OWNER'S REPRESENTATIVE

The Owner's authorized representative (herein referred to as the "**Owner's Representative**") shall be John Gavin, whose mailing address is P.O. Box 10000, Lake Buena Vista, FL 32830; provided, however, that the Owner may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the Owner's Representative for purposes of the Contract.

Article 4
THE ARCHITECT/ENGINEER

The Architect/Engineer for the Project (herein referred to as the "A/E") is WG Pitts Architecture, Inc. (**Architect**), whose mailing address is 9250 Baymeadows Road, Suite 350, Jacksonville, FL 32256.

Article 5
TIME OF COMMENCEMENT AND COMPLETION

5.1. The Contractor shall commence the Work promptly upon Owner's execution of the Contract unless a notice to proceed is specifically required and shall complete all Work in accordance with the Contract Milestones described in Exhibit "P" (such period of time is herein referred to as the "**Contract Time**") and in accordance with such interim milestone dates (herein referred to as the "**Milestones**") as may be specified in the Contract Documents. The Contract Time and any such Milestones are of the essence of the Contract.

- Contractor Mock-Up Room Start Date: March 23, 2019
- Construction Start Date: April 20, 2019
- Construction Completion Date: November 1, 2020

5.2. If any Work is performed by the Contractor prior to the execution of this Agreement based on receipt of written notice to proceed, all such Work performed shall be in accordance with and governed by the Contract Documents.

5.3. The Contractor acknowledges that the Owner has made no warranties to the Contractor, expressed or implied, that the Contractor will be able to follow a normal, orderly sequence in the performance of the Work or that there will be no delays in, or interference with, the Work.

Article 6
PRECONSTRUCTION SERVICES FEE, FIXED FEE, GENERAL CONDITIONS FEE AND DIRECT CONSTRUCTION COSTS

6.1. Preconstruction Services Fee:

(a) The nature and scope of services to be performed by the Contractor under the Contract, to the satisfaction of the Owner, shall include all preconstruction services necessary to provide for the complete preconstruction management of the Project from the effective date of the Contract through all phases of design and until such time as Owner makes its election pursuant to Paragraph 7.4 of this Agreement, and shall specifically include project management, concept estimating, preliminary scheduling, constructability review, and any other tasks requested by the Owner in order to establish certain base working assumptions for the Project.

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(b) Provided the Contractor has performed to the satisfaction of the Owner, Owner shall pay to Contractor for its preconstruction services and in consideration of the terms, conditions and obligations of the Contract, a fixed fee in the amount of **EIGHTY-EIGHT THOUSAND FOUR HUNDRED TWENTY-FIVE AND 00/100 DOLLARS ($88,425.00)** (such amount being hereinafter called the "**Preconstruction Services Fee**")**.** Contractor shall be entitled to no further compensation under the Contract except as provided in Paragraph 6.1(c). below.

(c) Contractor shall be compensated for any additional preconstruction services in accordance with Article 12 of Exhibit E.

6.2. Fixed Fee:

(a) Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, a fixed fee of **ONE MILLION TWO HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED TWENTY-NINE AND 50/100 DOLLARS ($1,288,829.50)** (such amount being hereinafter called the "**Fixed Fee**") to cover the Contractor's profit and all of the Contractor's home office general administrative, direct and indirect overhead and general expense as required and all costs and expenses of any nature whatsoever (including, without limitation, taxes, labor and materials), foreseen or unforeseen, incurred by the Contractor in connection with the performance of the Work, other than the Preconstruction Services Fee (as provided in Section 6.1 above) General Conditions Fee (as provided in Section 6.3) or Direct Construction Costs (as provided in Section 6.4(d); Contractor shall be entitled to no further compensation for Fixed Fee under the Contract except as provided in Paragraph 6.2(b) below.

(b) Contractor shall only be compensated for any additional Fixed Fee in accordance with the standard allowable mark-ups specified in Article 12 of Exhibit E.

(c) The Fixed Fee amount is based on the Estimated Direct Construction Costs, as provided in Paragraph 6.4(d) excluding Preconstruction Services Fee, Fixed Fee, and General Conditions Fee. Contractor specifically acknowledges that the Fixed Fee, as specified herein, was calculated based upon the Estimated Direct Construction Costs as set forth in Paragraph 6.4(d) and shall not be affected by Change Orders which might impact or amend the Contract Schedule. In the event that the actual Direct Construction Costs exceed **$44,138,000.00**, Contractor shall not be entitled to any increase in the Fixed Fee for the first **$4,413,800.00** of additional Direct Construction Costs. For authorized changes which cause the Direct Construction Costs to exceed **$48,551,800.00**, the Contractor will receive a 6% mark-up for Fixed Fee and General Conditions Fee on any Subcontractor costs, plus a mark-up of 1.08% for GL insurance.

(d) All costs for or in connection with the following items in connection with the Work only are included in and covered by the Fixed Fee and are not included in the General Conditions Fee:

(1) Cost of any bonuses, stock options, profit sharing and similar incentive programs;

(2) Any required contingency costs**;**

(3) Cost of capital employed or money borrowed;

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(4) Home office overhead or general expenses of any kind;

(5) Travel and subsistence expenses of Contractor's employees;

(6) Services of any officer, department head or general executive manager of the Contractor.

(7) Services of any persons employed during the execution of the Work in the main or branch office of the Contractor.

(8) Cost of or rental for small tools. In the Contract, the term "**Small Tools**" shall mean tools of the nature of, but not limited to, hammers, shovels, hard hats, wheelbarrows, etc. Small Tools shall include manually powered, pneumatically powered, mechanically powered, and electrically powered tools. A tool will not be considered a Small Tool if its original cost is greater than $150.00.

(9) Services and expenses of the Contractor's main office or any regularly established branch office including estimating, purchasing, and accounting departments.

(10) Any costs, expenses or damages resulting directly or indirectly from the breach of any guarantee or warranty contained in the Contract Documents (including those contained in the attached Exhibit E), Contractor's failure to properly and fully perform its obligations under the Contract, or the act or omission of Contractor, its officers, executives, principals, agents, employees, subcontractors or Sub-subcontractors, whether incurred for making good defective work, disposal of material wrongly supplied, making good damage to property, or otherwise;

(11) Any other costs which are not specifically and expressly described in this Article and stated to be payable to Contractor under the Contract or which are to be borne by Contractor under any other provision of the Contract Documents.

6.3. General Conditions Fee:

(a) Provided that the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the fixed price amount of **TWO MILLION EIGHTEEN THOUSAND NINE HUNDRED SIX AND 50/100 DOLLARS ($2,018,906.50)** (such sum being hereinafter called the "**General Conditions Fee**") to cover all costs and expenses of any nature whatsoever, foreseen or unforeseen, incurred by the Contractor in connection with the performance of the Work as detailed in Exhibit M. Contractor shall be entitled to no further compensation under the Contract except as provided in Paragraph 6.3(b) below.

(b) Contractor shall only be compensated for any additional General Conditions Fee in accordance with the standard allowable mark-ups specified in Article 12 of Exhibit E.

(c) The fixed General Conditions Fee included within the Contract is based upon the current Scope of Work and schedule for Disney's Saratoga Springs Resort & Spa Guestroom Renovation Work. Should the Scope of Work and schedule remain as currently indicated within the Contract, the fixed General Conditions Fee shall remain the same even if the total Direct Construction Costs (excluding Preconstruction Services Fee, Fixed Fee and General Conditions Fee) ends below and/or exceeds the

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Estimated Direct Construction Costs**.** In the event that the Scope of Work and/or schedule is increased and/or revised and the Contractor identifies the need for additional personnel and/or support, the Contractor shall submit, in writing to the Owner, a request for approval of additional personnel and/or support and the budget associated with these additional General Conditions Fee. The Contractor shall not add additional staff, above and beyond the base amount, without the written approval of the Owner.

(d) All costs for or in connection with the following items (as further detailed in Exhibit M) are included in and covered by the General Conditions Fee and are not included in the Preconstruction Services Fee, Fixed Fee costs or in the Direct Construction Costs:

(1) Salaries or wages of all of Contractor's labor (hereinafter, "**Direct Labor**"), including the services of project manager, superintendent, project engineers, foremen, timekeepers, clerks, expediters, watchmen, teamsters, truck drivers, mechanics, laborers, estimators, accountants, schedulers, contract administration, and all others necessary for the proper conduct of the Work employed by Contractor (whether at the Job Site or elsewhere) for the time spent working under the Contract, together with any Social Security and unemployment insurance taxes (State and Federal) in connection with such labor, the costs of all fringe benefits (which shall include any and all paid employee benefits, including, but not limited to, holiday and vacation pay, sick leave, retirement plans and group medical and life insurance benefits), pension fund, profit sharing, Social Security and unemployment insurance and worker's compensation costs (hereinafter, "**Labor Burden**" collectively).

(2) The construction, equipment, maintenance and dismantling of temporary offices, sheds or other such structures of Contractor at the Job Site and replacement of asphalt to its original condition including striping;

(3) Office equipment and furniture to accommodate and support the project staff, including, but not limited to, computers, printers, telephone(s), fax machine(s), copy machine(s), service agreements for office equipment, desks, chairs, conference room furniture, telephones, file cabinets, plan rakes, plan tables, book shelves, desk, other office supplies, shredders, any and all other items the Contractor requires to support the Work;

(4) Preparation, maintenance and updating of all Schedules as required in Exhibit C, Section 01 10 10. Scheduling consultants (if required);

(5) Temporary sanitary facilities and servicing as required for the duration of the Work to support all the construction workers/trades;

(6) Job Site security for Contractor's purposes;

(7) Project signage and related work (except as contracted for within a Subcontract as a Direct Construction Cost);

(8) Fees and royalties (payable to entities other than Contractor or its affiliates);

(9) Bussing workers to and from Owner designated parking area(s) to Job Site;

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(10) Performance and Payment Bond Costs, any other bonding costs, or any other costs required for the performance of the Work whether from the Contractor or any of its Subcontractors/Suppliers;

(11) Cost of fuel, power, light, and water used during construction; cost of progress photographs and flash or solid state storage devices; cost of temporary fences, guard rails, scaffolds; and cost of removal of all debris;

(12) Rental charges of necessary equipment and tools;

(13) Such travel expenses of the Contractor's Project employees as may be necessary and specifically approved by the Owner in advance;

6.4 "Direct Construction Costs" shall be defined as the totality of all "**hard**" or direct costs of construction as reflected in each Trade Package as bid and awarded below.

(a) The Contractor shall procure and negotiate any or all contracts, subcontracts and purchase orders with prospective contractors, subcontractors and suppliers required to construct the Project as described in Paragraph 7.5 and in accordance with the Contract Documents. As the Direct Construction Costs are identified and approved by the Owner, the Contract Sum shall be increased to add the Direct Construction Costs.

(1) Contractor agrees to competitively bid all elements of the Direct Construction Costs ("**Trade Package**") unless otherwise agreed by Owner or as otherwise provided in (a) (1) (i) below. Contractor to prepare the scope documents, solicit, review and make recommendations for the award of all specialty trade work, long-lead materials, rental equipment, etc., associated with each Trade Package. Owner reserves the right to approve or designate proposed subcontractors, materialmen and suppliers for bidding. Contractor acknowledges that Owner (or its affiliates) may be able to obtain better pricing on some elements of the Work (e.g., certain equipment, fixtures and personal property), and Owner reserves the right to purchase certain items directly, and Contractor and Owner agree to cooperate in this and other matters to obtain the best possible pricing for the Work.

(i) If the Contractor is able to self-perform certain Trade Package scopes and desires to compete for such Trade Package, Contractor shall submit a bid, accompanied by a detailed labor estimate and competitive bid pricing from material suppliers for such Trade Package. Further, Contractor shall submit competitive bids from prospective contractors, subcontractors and suppliers on such Trade Packages for Owner to compare such competitive bids and Contractor's bid. Contractor shall ensure that each Trade Package scope of Work is complete and without scope overlaps and duplicates.

(2) Once a Trade Package is awarded, the cost and obligations stated therein shall constitute Direct Construction Costs. All Direct Construction Costs shall be considered "all-inclusive" and will be incorporated into the Contract as a lump sum amount via Change Order.

(3) No Direct Construction Costs shall be duplicative of any of the Preconstruction Services Fee, Fixed Fee or General Conditions Fee specified above, and vice versa.

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(b) Provided the Contractor shall strictly and completely perform all of its obligations under the Contract Documents, and subject only to additions and deductions by Change Order or as otherwise provided in Article 12 of Exhibit E, the Owner shall pay to the Contractor, in current funds and at the times and in the installments hereinafter specified, the fixed price amount for the Direct Construction Costs described in Paragraph 6.4(a) above (such sum to cover all costs and expenses of any nature whatsoever, foreseen or unforeseen, incurred by the Contractor in connection with the performance of the Work). Contractor shall be entitled to no further compensation under the Contract except as provided in Paragraph 6.4(c) below.

(c) Contractor shall only be compensated for additional Direct Construction Costs in accordance with Paragraph 6.2(c).

(d) The Estimated Direct Construction Cost is **FORTY-FOUR MILLION ONE HUNDRED THIRTY-EIGHT THOUSAND AND 00/100 DOLLARS ($44,138,000.00)** excluding Preconstruction Services Fee, Fixed Fee and General Conditions Fee(such amount hereinafter called the "**Estimated Direct Construction Costs**"). No guarantee is made by the Owner that the actual total Direct Construction Costs shall either reach and/or exceed the estimated total cost.

Article 7
GUARANTEED MAXIMUM COST TO BE REIMBURSED TO CONTRACTOR

7.1. Subject to the provisions herein, the Contractor guarantees that the costs incurred in performing the Work which are to be reimbursed to Contractor, including Preconstruction Services Fee, Fixed Fee, and General Conditions Fee, shall not exceed **THREE MILLION THREE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED SIXTY-ONE AND 00/100 DOLLARS ($3,396,161.00)** plus the total Direct Construction Costs described in Section 6.4 (such amount hereinafter called the "**Guaranteed Maximum Cost Reimbursement**"). The Contractor shall bear all costs of any nature whatsoever in excess of the Guaranteed Maximum Cost Reimbursement which may be necessary to incur to complete the Work in conformity with the Contract Documents.

7.2. If the Owner shall make any Changes in the Work pursuant to Article 12 of Exhibit E which shall result in the increase or decrease of the Direct Construction Costs, the Owner shall issue a Contract Directive describing the change in scope and the standard allowable mark-ups specified in Article 12 shall apply. No additional Fixed Fee or General Conditions Fee will be paid for Contract Directive work other than the allowable percentages specified in Paragraphs 6.2(b) and 6.3(b), unless warranted and agreed to by Owner.

7.3. Also included within the Guaranteed Maximum Cost Reimbursement is ZERO AND 00/100 DOLLARS ($0.00) to be paid by the Owner to the Contractor as the specific consideration for full compliance with the Florida Trench Safety Act (the "**Act**") and the Occupational Safety and Health Administration excavation safety standards, 29 C.F.R. 1926.650 Subpart P.

7.4. At such time, in the Owner's sole discretion, as the Owner shall declare the plans and specifications for the Project to be sixty percent (60%) complete, and at any time beyond sixty percent (60%) completion, the Owner shall have the option to make its election as to whether and in what manner the Project shall proceed ("**Owner's Election**"). In accordance with such option, the Owner may notify the Contractor to render its price for the total compensation of the Project beyond which the Contractor shall guarantee to the Owner a lump sum price (the "**Lump Sum Price**"). The Contractor shall submit its Lump Sum Price within fifteen (15)

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days after receipt of such notice from the Owner and shall guarantee such price for ninety (90) days while the Owner considers such proposals. Thereafter, the Owner may, in its sole discretion, elect to proceed under the Lump Sum Contract attached hereto as Exhibit "O" and incorporated herein by reference and all of its attendant Contract Documents.

7.5 Regardless of the nature of Owner's Election, Contractor agrees that the Owner may participate to the extent it so chooses in the procurement and negotiation of any or all contracts, subcontracts, and purchase orders with prospective consultants, contractors, subcontractors, and suppliers including, but not limited to, the rights to approve or reject bidders, solicit additional bidders and procure and receive bids. However, in the event of any such procurement involvement by Owner, provided Owner has given Contractor the opportunity to concur with procedures and award in advance, Contractor is estopped from and hereby waives any rights it may have to claim Owner responsibility for any problems of any type that may develop with any such subcontractor or supplier which could result in a claim for an increase in the Guaranteed Maximum Cost or an increase to the Contract Time related to any such situation. The provisions of this Paragraph shall survive the Owner's Election and execution of the new agreement pursuant to Paragraph 7.4 above.

(a) Before awarding a subcontract or purchase order, Contractor shall submit a summary of the Direct Construction Costs for Owner's review showing the total lump sum amount as it exists as of that date for each Trade Package ("**Initial Costs**"). Upon Owner's approval of this summary and the Initial Costs contained therein, and the actual award of the subcontracts and purchase orders, Owner will incorporate into the Contract as a lump sum amount, via one or more Change Orders, the total amount of the Initial Costs.

(b) It is expressly understood and agreed that in the event that the Initial Costs exceed the estimated total Direct Construction Cost, Contractor shall not be entitled to any increase in the Fixed Fee or General Conditions Fee by virtue thereof.

Article 8
APPLICATIONS FOR PAYMENT

8.1. The Contractor shall, on the twenty-fifth (25th) day of each calendar month (herein referred to as the "**Payment Application Date**"), deliver to the Owner an "**Application for Payment**" showing in detail those items of cost (including, without limitation, those on account of labor, materials, tools and/or equipment) for which the Contractor is entitled to reimbursement under the provisions of Articles 6 and 7, incurred by the Contractor and incorporated or used in the Work or suitably stored at the Job Site, if approved in writing by Owner as provided in Section 9.1.2 of Exhibit E, during the period from and including the twenty-sixth (26th) day of the preceding calendar month through and including the Payment Application Date, together with waivers of mechanics and/or materialmen's liens of the Contractor, Subconsultants, Subcontractors and suppliers and such other evidence of performance of the Work, the costs thereof and payment therefor satisfactory to the Owner.

8.2. Applications for payment are to include all back up to justify the amounts on the billing.

Article 9
PAYMENT OF COSTS TO BE REIMBURSED AND FIXED FEE

9.1. Based upon the Contractor's Application for Payment and approval of said Application for Payment as issued by the Owner's Representative pursuant to Article 9 of Exhibit E, the Owner shall make monthly progress payments to the Contractor on account of the costs for which the

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Contractor is entitled to reimbursement under Articles 6 and 7 of this Agreement. Each monthly payment shall be in an amount equal to Ninety percent (90%) of the amount shown on the applicable approved Application for Payment and shall be paid on or before the twenty-fifth (25th) day of each calendar month or the thirtieth (30th) day after receipt by the Owner of the Contractor's Application for Payment, whichever is later.

9.2. Final payment, constituting the entire unpaid balance of the amounts shown on all approved Application for Payment shall be paid by the Owner to the Contractor in accordance with Section 9 of Exhibit E and execution by the Contractor of the Close-out Change Order, the form of which is attached hereto as Exhibit H, in accordance with Exhibit E; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including without limitation, those contained in Subparagraph 9.4.2. of Exhibit E.

9.3. At the time that each monthly payment to the Contractor for certain costs is due pursuant to Paragraph 9.1 of this Agreement, the Owner shall in addition pay to the Contractor a pro rata share of the Fixed Fee determined by multiplying the Fixed Fee by the fraction whose numerator is the amount certified in the applicable approved Application for Payment issued by the Owner's Representative evidencing the authorized and approved total reimbursable costs for such month, and whose denominator is the Guaranteed Maximum Cost Reimbursement, until ninety percent (90%) of the Fixed Fee has been so paid. Thereafter no further payments on account of the Fixed Fee shall be due and payable until the remainder of the reimbursable costs are due and payable to the Contractor pursuant to the provisions of Paragraph 9.2 of this Agreement, at which time the unpaid balance of the Fixed Fee shall also be paid to the Contractor subject, however, to the same retainages, limitations and conditions provided in Paragraph 9.2.

Article 10
CONTRACTOR'S RECORDS AND ACCOUNTING; AUDIT

10.1. The Contractor shall retain records of all bids received by it, shall keep same available to the Owner and shall deliver copies thereof, certified as accurate by the Contractor.

10.2. The Contractor shall submit, prior to starting the Work, a job organization chart and the salary rates and bonus structure, if any, of supervisory personnel to be employed on the Work, which shall be subject to the Owner's approval. The Contractor shall carefully check all material, equipment, supplies and labor entering into the Work and shall keep such full and detailed accounts as may be necessary to the best financial interests of the Owner. Invoices shall be secured in duplicate by the Contractor, checked by the Contractor, and subject to the periodic review and audit of the Owner. The original invoice shall be retained by the Contractor and the duplicate copy shall be forwarded to the Owner as required by Article 7.

10.3. The Contractor shall permit the Owner's auditors to have access at all reasonable times to all records, correspondence, account books, invoices, canceled checks, payrolls and other records relating to the Contract Documents and to the Work as specifically provided in Section 12.5 of Exhibit E.

Article 11
TERMINATION

Termination of the Contract by the Owner, with or without cause, and by the Contractor are provided for in Article 15 of the GCCs. If the Owner terminates the Contract pursuant to Paragraph 15.2. of the GCCs, and the costs and expenses incurred by or on behalf of the Owner in finishing the Work,

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including compensation for any additional architectural, engineering, management and administrative services exceed the remaining balance of the Guaranteed Maximum Cost Reimbursement plus the remaining balance of the Fixed Fee, then the Contractor shall pay the difference to the Owner upon demand. If such costs are less than the remaining balance of the Guaranteed Maximum Cost Reimbursement plus the balance of the Fixed Fee, then the Contractor shall only be entitled to recover from the Owner all Reimbursable Costs plus that portion of the Fixed Fee earned by the Contractor as of the date of termination, and shall not be entitled to any additional payments or unearned Fixed Fee.

Article 12
USE OF OWNER'S NAME/CONFIDENTIALITY

The Contractor, by virtue of the Contract, shall acquire no right to use, and shall not use, the name of the Owner or the name "Disney", "ABC", "ESPN", "Pixar", "Lucasfilm" or "Marvel" (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of The Walt Disney Company or any of its related, affiliated or subsidiary companies: in any advertising, publicity or promotion; to express or imply any endorsement of the Contractor's Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project or the Owner, or its parent, affiliate, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. In the event Owner grants Contractor permission as aforesaid to disclose confidential information to any other person, firm or corporation, Contractor agrees that it will; (i) bind such party to an obligation of confidentiality on terms substantially similar to the terms contained in this Article; and (ii) be liable to Owner for any disclosure or use of confidential information by such party. In addition, Contractor agrees that it will be liable to Owner for any disclosure or use of confidential information by any of its employees or representatives.

Article 13
LEGAL PROCEEDINGS

13.1. The Contract Documents shall be construed and interpreted in accordance with the laws of the State of Florida without giving effect to any choice of law or rule of conflict that would cause the application of the laws of any other jurisdiction, and shall constitute the entire and sole understanding of the parties hereto notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

13.2. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under the Contract, or arising out of any matter pertaining to the Contract or the Work to be performed hereunder, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida; or, if the Circuit Court does not have jurisdiction, then before the United States District Court for the Middle District of Florida (Orlando Division); or if neither of such courts shall have jurisdiction, then before any other court sitting in Orange County, Florida, having subject matter jurisdiction. The parties consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter.

13.3. In the event that any provision of any of the Contract Documents is judicially construed to be invalid by a court of competent jurisdiction, such provisions shall then be construed in a

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manner allowing its validity or, if this leads to an impracticable result, shall be stricken but, in either event, all other provisions of the Contract Documents shall remain in full force and effect.

Article 14
FACSIMILES, ELECTRONIC IMAGES, ELECTRONIC SIGNATURES, COUNTERPARTS AND AMENDMENTS

14.1 This Agreement (or any Modification to the Contract) may be executed in as many counterparts as necessary or convenient, including both counterparts that are executed on paper and counterparts that are electronic records and executed electronically and each executed counterpart shall be deemed an original. All such counterparts together shall constitute one and the same instrument. Delivery of a manually executed paper counterpart of this Agreement (or any Modification to the Contract) by telecopy or other electronic imaging means shall be as effective and enforceable as delivery of such manually executed paper counterpart of this Agreement.

14.2 Notwithstanding anything to the contrary contained in the GCCs, a Modification that amends the terms of this Agreement may only be executed by a writing signed by the parties hereto, or by an electronic record that has been electronically signed by the parties hereto and has been rendered tamper-evident as part of the signing process. The exchange of email or other electronic communications discussing a Modification (including a Modification that amends the terms of this Agreement), even if such communications are signed, does not constitute a signed electronic record agreeing to such a Modification.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the day and year first above written.

OWNER:
DISNEY VACATION CLUB MANAGEMENT CORP.

Authorized Signature DocuSigned by: Rick Wertsching FED687CE1DF644B...

Name Rick Wertsching

Title Authorized Signatory

Date 9/20/2018

CONTRACTOR:
VALIDUS CONSTRUCTION SERVICES, LLC

Authorized Signature DocuSigned by: Nicole Wickens 707DA0B03BAD4F1...

Name Nicole Wickens

Title CEO

Date 9/20/2018

SECTION 01 10 10

GENERAL REQUIREMENTS FOR FLORIDA PROJECTS

PART 1.00 – GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Contractor is reminded that the WALT DISNEY WORLD® Resort is a 24-hour per day, 7-day per week operation and that the continued pleasurable experience and safety of our guests and employees are of high priority. Follow identified policies and procedures when working on WALT DISNEY WORLD® Resort property. All uncooperative or belligerent behavior is unacceptable and may result, at the sole discretion of Owner, in excusing the individual from further work.

B. Owner is sensitive to guest view of the Job Site. Contractor may be required to modify its operation, cover objectionable items, limit amount of materials, equipment, etc., on the Job Site or take other action as directed. Workers shall not interact with guests, watch shows, ride attractions, or participate in events intended for guests. Smoking is not permitted within the view of Guests or inside buildings and is allowed only in designated areas approved by Owner.

C. General Scope of Work:
   1. Provide necessary material, equipment, labor, labor supervision, and permits required to complete the Project. A description of the Work required is available from the Owner's Representative.
   2. The intent of the Contract Documents is that materials, equipment, and systems be installed properly and complete for their intended function in the completed Work.
   3. These General Requirements are in addition to the General Conditions of the Contract for Construction (hereinafter referred to as the General Conditions) and for the terms within Design/Build contracts, which are hereby made a part of this technical specification, by reference.
   4. Contractor represents that it is familiar with, and has expertise in, this Work and it is understood that although the Contract Documents provided may be complete in detail, any work not shown on Drawings, or delineated in the Scope of Work but required to fulfill the intent of a completed job, is included in this Scope of Work.
   5. Contractor is advised that the quality of Work required by the Contract Documents is to be of the highest quality of industry standards, and Contractor shall not be due additional compensation for it.
   6. Contractor is advised that the Walt Disney World Co. places limits on the VOC content in paints applied at the WALT DISNEY WORLD® Resort. These limits are described by California's South Coast Air Quality Management District's Rule 1113. This rule is available free of charge on the SCAQMD website . See Section 09 90 00 – Paints and Coatings for project specific information.

D. The Work includes, but is not limited to, labor, supervision, materials, equipment, tools, machinery, construction facilities and temporary controls, transportation and other facilities, and services necessary to produce the construction required by the Contract Documents.

E. Contractor is solely responsible for scheduling, coordinating, expediting and material control, quality control, fabricating, accuracy of quantities and dimensions, and delivery to the Project of all materials and services necessary to provide the Work.

1.02 COMMUNICATIONS AND CORRESPONDENCE

A. Send communications and correspondence to Owner's Representative.

B. Emergency telephone numbers: Provide emergency telephone numbers so as to provide contact on a 24-hour per day, 7-day per week basis. Submit a written list containing the person's name, pager, cellular phone, radio, etc., numbers to Owner's Representative prior to

Contract being issued and start of Work. Persons on the list shall have the authority and ability to react to direction given by Owner's Representative.

1.03 SCHEDULE REQUIREMENTS

A. Notice to Proceed
   1. Receipt of the fully executed Contract shall serve as Contractor's written Notice to Proceed from the Owner, unless stated otherwise.
   2. The date of the Owner's signature on the fully executed Contract shall serve as the date of the Notice to Proceed.

B. Milestone Schedule:
   1. Submit a detailed schedule for the Owner's review. The schedule shall contain the proposed work shift hours and manpower loading for each shift as well as duration for each activity. Operating hours for the Theme Parks and Resorts (the "Venue") fluctuate during the year. The current operating calendar for each Venue is available from Owner for work planning (subject to change). In addition, special shows or events are scheduled monthly, and Owner will supply a list of current events with individual Venue opening and closing schedule monthly upon request by Contractor so that the construction schedule can be adjusted accordingly.
   2. Milestone dates, hours of operation or work sequencing must be obtained from the Owner's Representative.
   3. Schedule of Submittals: Develop and submit a Schedule of Submittals for Owner's review. The Schedule of Submittals shall incorporate submittals required by the Contract Documents for the duration of the Contract Time. Each submittal activity shall separately depict the duration the Contractor has allocated for Owner's review. The allocated review durations are subject to adjustment by Owner. Owner's review of Contractor's Schedule of Submittals does not constitute it to be a complete listing of all submittals required by the Contract.
   4. Material Procurement Schedule: Develop and submit a Material Procurement Schedule for Owner's review. The Material Procurement Schedule shall incorporate all material, having a lead time of 30 days or greater, required by the Contract Documents for the duration of the Contract Time.
      a. The Material Procurement Schedule shall be in tabular format, including the following at a minimum: Item Number, Contract Drawing/Specification Reference, Description, Quantity, Manufacturer's Number (Drawing or Catalog Number), Telephone Number, Manufacture Lead Time, Required Delivery Date, Purchase Order Number and Date, Manufacture Confirmation Date (Promised Delivery Date) and Remarks. Owner's review of Contractor's Material Procurement Schedule does not constitute it to be a complete listing of all materials required by the Contract.
      b. Update and submit the Material Procurement Schedule with the Contract Schedule Update submission, or as instructed otherwise by Owner. Changes from the last report shall be indicated with an asterisk.
   5. Payment for Contract Schedule: The Contract Schedule is an integral part of the Contract Work and will be valued at 10% of the total of the Contract Sum, as provided in the Agreement (with no adjustments for Change Orders), or $10,000, whichever is less. The value for the Contract Schedule shall be included as a line item on the Contract Schedule of Values. Payment shall be made against the Contract Schedule line item as follows:
      a. 25% of the value of the Contract Schedule upon submission and Owner acceptance of the initial Contract Schedule, in full compliance with the Milestones and requirements specified herein.
      b. The remaining 75% of the value of the Contract Schedule in monthly payments determined by dividing the remainder (after payment of the initial 25%) by the total months in the Contract Time, payable contingent upon acceptance of the Contract

Schedule and submission of updates in accord with Subparagraph 1.04.A.7 and 8 herein.

6. Requirements of Contract Schedule: Prior to Contractor submitting its first application for payment, submit the Contract Schedule, both in a hard copy and electronic format both native file format and PDF format, to Owner for acceptance. The Contract Schedule shall employ the Critical Path Method (CPM) and shall utilize Primavera scheduling software (latest version) by Oracle Primavera or Owner-approved schedule software system. Develop the Contract Schedule in accord with the Contract Time, as set forth in the Agreement, and incorporate all milestones on the critical path of the Work, as designated by Owner in the Contract Documents, as well as other milestones identified by Contractor in the Proposal Schedule. The Contract Schedule shall include the following minimum requirements:
   a. A Gantt style bar chart with logic, with division of the Work by area and trade, including all subcontractors and sub-subcontractors. Each activity shall not exceed 5 workdays in duration, unless agreed upon by Owner.
   b. The number of personnel to be assigned to each activity and the hours (and shifts, if applicable) shall be assigned to each activity on a daily, weekly, and monthly basis.
   c. Milestones, submittal dates and completion dates for all activities, permanent material procurement, fabrication and delivery dates to support the Contract Schedule, anticipated types and durations of usage for major equipment, and other scheduling data relevant to the Work.
7. Failure of Contractor to submit a Contract Schedule in total compliance with the above requirements may result in Owner developing the Contract Schedule, or augmenting Contractor's submittal, and back-charging Contractor pursuant to Subparagraph 1.04.A.9 herein.
8. The Contract Schedule shall be updated weekly (Update) and submitted for Owner's review. Failure by Contractor to submit an updated Contract Schedule will be grounds for Owner updating Contractor's Contract Schedule and back-charging Contractor in accord with Subparagraph 1.04.A.9 herein.
9. Failure to submit/update Contract Schedule: If Contractor defaults by failing to submit a Contract Schedule or provide weekly Updates, both of which are compliant with requirements specified herein, Owner reserves the right to employ a professional scheduling consultant to prepare the Contract Schedule or Update, back-charging Contractor an amount equal to the payment Contractor would have been due had it performed the Work. In such event, Owner will request participation of Contractor in development of the Contract Schedule or Update to ensure the schedule produced accurately reflects Contract requirements and progress of the Work. If Contractor refuses to promptly participate or cooperate with Owner or its representative, or accept the jointly-developed schedule, Owner will develop or update the Contract Schedule to the best of its ability with information provided by Contractor and issue the Contract Schedule for use in a unilateral Change Order to the Contract.

C. Contractor's Working Hours:
   1. Contractor's working hours shall be as determined by the Owner's Representative. Owner reserves the right to modify the hours available for work as necessary to accommodate Venue operations. Certain events or circumstances may restrict work operations at other hours than those specified. Contractor shall be given 48 hours notice of such restrictions, should they occur.
   2. Notify Owner in writing and a minimum of 24 hours in advance when it, or its subcontractor's personnel, intends to work or have cause to be on the premises beyond established working hours. Activities that might interfere with the Theme Park operations will have to be closely coordinated with WALT DISNEY WORLD® Resort operations

through Owner. In addition, Contractor agrees to perform the Work in such a way as to avoid interruption to or interference with the work of other contractors.

3. Upon Venue opening, Job Site area shall be secure, with debris removed and material placed in an orderly manner. Move construction personnel, equipment, and vehicles out to the construction area and surrounding roadways/parking area, ½ hour before Venue opening for site inspection by Owner.

D. Material delivery: Make material delivery as directed by the Owner's Representative.

1.04 COORDINATION

A. Cutting and patching:
1. Cut, fit or patch the Work that may be required to make its several parts fit together properly, and do not endanger the Work or any part of it by such operation.
2. In addition to Contract requirements, upon written instruction of Owner:
a. Uncover Work to provide for Owner's observation of covered Work.
b. Remove Work to provide for alteration of existing Work.
3. Do not endanger structure by cutting or altering any part of it without prior consent of Owner.
4. Do not cut or alter Work of another contractor without written consent of Owner.

B. Alteration Project procedures:
1. In addition to demolition specifically indicated on Drawings, cut, move, or remove items as necessary to provide access or to allow alterations and new Work to proceed. Include such items as:
a. Repair or removal of hazardous or unsanitary conditions.
b. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit, and wiring.
c. Removal of unsuitable or extraneous materials not marked for salvage and debris such as rotted wood, rusted metals, and deteriorated concrete.
d. Cleaning of surfaces and removal of surface finishes as needed to install new Work and finishes.
2. Alterations and cutting:
a. Assign the work of moving, removal, cutting and patching to trades qualified to perform the Work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new Work.
b. Perform cutting and removal work to remove minimum necessary and in a manner to avoid damage to adjacent work.
c. Remove existing concrete and asphalt paving by saw cutting. Jack hammering in guest areas is not acceptable unless approved by Owner.
d. Patch, repair, and refinish existing items to remain, to the specified condition for each material, with a neat and workmanlike transition to adjacent new items of construction.
3. Salvaged Materials:
a. Salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when material is not readily obtainable on current market.
b. Items not required for use in repair of existing work shall remain the property of Owner.
c. Do not incorporate salvaged or used material in new construction except with permission of Owner.
4. Products for patching, extending, and matching:
a. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.

b. Presence of a product, finish, or type of construction requires that patching, extending, or matching shall be performed as necessary to make Work complete and consistent of identical or better standards of quality.
c. Provide materials, equipment, shoring, and appurtenances of every kind required for completion of demolition work.

5. Preparation, protection, and performance:
   a. Items to be salvaged: Remove carefully, by trades normally installing same, to avoid damage, and deliver such items to Owner.
   b. Protect existing finishes, equipment, and adjacent work, which is scheduled to remain, from damage.
   c. Provide temporary enclosures, as required, to separate work areas from existing areas occupied by Owner or guests and to provide weather protection.
   d. Existing conditions: Remove existing conditions and installations obstructing new Work, even though not indicated or described completely.
   e. Remove existing construction only to the extent necessary for proper installation of new construction and junction with existing Work.
   f. Reroute and extend utility lines and electrical systems as indicated on Drawings, or, if not indicated, as required and directed by Owner.
   g. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship.
6. Damaged Surfaces:
   a. Patch or replace portions of existing finished surfaces that are found to be damaged, lifted, discolored, or show other imperfections, with matching material.
   b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
   c. Where existing surface finish cannot be matched, refinish entire surface to nearest intersection.
7. Transition from existing to new Work:
   a. When new Work abuts or finishes flush with existing work, make a smooth and workmanlike transition so that patched work will match existing adjacent work in texture and appearance.
   b. When finished surfaces are cut in such a way that a smooth transition with new Work is not possible, terminate existing surface in a neat manner along a straight line at a natural line of division and provide trim appropriate to finished surface.

1.05 SUBMITTALS

A. All submittals shall be sent to Owner accompanied by a transmittal sheet identifying the Project and job number.
   1. Shop drawings, product data, samples, and warranties:
      a. Time is of the essence. Make all submittals in sufficient time to allow for approval, fabrication and delivery to support the schedule as outlined. Submit shop drawings, product data, samples and other items requiring review as required, in order that work will not be delayed.
      b. Owner expects to provide rapid turnaround of submittals to support the program.
      c. Do not start work indicated on any one submittal until such submittal has been reviewed and returned by Owner.
      d. Submit shop drawings and product data in an electronic format. If hard copies are requested by Owner, submit one hard copy of shop drawings, and number of copies of product data that Contractor requires for distribution plus two copies that will be retained by Owner.
      e. Submit six samples, unless specified otherwise.

f. Submit representative sample of warranties for all items requiring same as required by Contract Closeout.

2. Submission Requirements:
   a. Provide submittals accompanied by transmittal letter and include:
      1) Date and revision date.
      2) Owner's Project Title and number.
      3) Names of Contractor, subcontractor, supplier, and manufacturer.
      4) Identification of specific product and system.
      5) Clearly identified field dimensions.
      6) Specifications Section number and paragraph, and Drawing detail number.
      7) Applicable reference standard, such as ASTM or other.
      8) Identification or description of deviation from Contract Documents.
      9) Blank space for Owner's log stamp, 4 in. x 4 in.
      10) Contractor's stamp, signed or initialed, certifying its review and compliance with Contract Documents and verification, when appropriate, of field measurements.
3. Resubmission Requirements:
   a. Revise initial Drawings as required and resubmit as specified for initial submittal.
   b. Indicate on Drawings all changes that have been made other than those requested by Owner.
   c. Product data and samples: Submit new data and samples as required for initial submittal.
4. Schedule of Values: Submit a trade payment breakdown for Work. List each category of Work separated as general conditions (temporary measures and other costs not permanently incorporated into the project), total value of each trade, main element and cost center (as defined by Owner), sum total of which shall be equal to the Contract Sum.
5. Manufacturer's Certificate of Suitability:
   a. At the time specific submittals are due, provide from each manufacturer of specified major items of equipment, a certificate signed by an authorized representative of the manufacturer, certifying that each piece of equipment or component to be furnished is suitable for the application indicated in the Contract Documents and includes features, accessories, and performance characteristics as listed in manufacturer's catalog current as of the Contract date for the Work.
   b. The intent of the certificate is to provide assurance to Owner from manufacturer that its equipment is not being misapplied, but rather is verified to be appropriate for the service intended
6. Submit fire safety, construction safety, hazardous materials disposal procedures, and weather contingency programs.
7. Provide and maintain scaffolding in accord with OSHA 29CFR, Part 1926, Subpart L, Scaffolds. Submit structural calculations to Owner's Representative for review, for the design of the scaffolding and any attachments thereto, i.e., scrim cloth. Scrim cloth attachment must comply with WDW Standard Construction Scrim Detail for the appropriate scaffold height.
   a. The design of proposed scaffolding that is to add any additional load to existing facilities shall be prepared under the direct supervision of a Florida-registered architect or engineer who is familiar with the structural integrity of the existing facility and its ability to support the additional loading. The responsible architect or engineer must sign and seal the scaffolding design, indicating proper consideration and professional accountability for safety.
   b. Stair towers are the preferred method to access scaffolding. Where ladders are utilized, the ladders shall not exceed more than two scaffold sections without a landing.

8. Additional submittals (Note: All reference to time durations or days, are calendar days from receipt of Notice to Proceed from Owner, except as noted):

ITEM	DATE REQUIRED
Final Subcontractor List of Approval	5 days
Schedule of Submittals	10 days
Submittals and Product Data for Materials	10 days
Schedule of Values	15 days
Fire, Safety, construction Safety and Weather Contingency Plans	15 days
Material Procurement Schedule	15 days
Contract Schedule and Work Program	10 days
Project Record and As-Build Documents	Maintain daily during job progress and submit upon contract completion

1.06 ADDITIONAL REGULATORY REQUIREMENTS

A. The following are in addition to the requirements of the General Conditions:
   1. The 2015 EPCOT Codes were adopted as of October 1, 2015. The new Codes are available from Reedy Creek Improvement District and full compliance with the Codes is a requirement under this Contract.
      a. EPCOT Building Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      b. EPCOT Mechanical Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      c. EPCOT Gas Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      d. EPCOT Plumbing Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      e. EPCOT Electrical Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      f. EPCOT Fire Prevention Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      g. EPCOT Energy Efficiency Code — 2015 ed. w/ 2016 supplements and 2017 supplements
      h. EPCOT Accessibility Code — 2015 ed. w/ 2016 supplements and 2017 supplements
   2. Referenced Standards identified in the EPCOT Building Code Appendix A - Adoption of the Appendices and Reference Standards of the EPCOT Building Code
   3. The Florida Fire Prevention Code 5th Edition
   4. The Florida Building Code 5th Edition includes references to the following State Statutes. Compliance with this portion of the Florida Building Code is a requirement of this Contract.
      a. Florida Minimum Passenger Elevator Requirements for the Handicapped (Florida Statute 553.900).
      b. Florida Thermal Efficiency Code (Florida Statute 553.900).
      c. Florida Lighting Efficiency Code (Florida Statute 553.89).
      d. Florida Americans With Disabilities Accessibility Implementation Act (Florida Statute Sections 553.501-553.513).
   5. Orange County Health Department: Chapter 10 – Florida Rules and Regulations.
   6. Walt Disney Parks and Resorts Facilities Safety Guiding Principles, latest revision.

1.07 REFERENCE STANDARDS

A. General: Refer to most recent edition or edition adopted by authorities having jurisdiction, including all applicable amendments and supplements.

B. Comply with applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.

C. Unless directed otherwise, comply with referenced standards and specifications latest revision in effect as of the Contract Date for the Work

1.08 QUALITY CONTROL

A. Manufacturer's instructions and certificates:
   1. Require compliance with instructions in full detail, including each step in sequence.
   2. Should instruction conflict with Contract Documents, request clarification from Owner before proceeding.
   3. When required by Owner, submit manufacturer's certificate, executed by responsible officer, certifying that products meet or exceed specified requirements.
   4. Manufacturer's field services: When required by Owner, manufacturer or supplier shall provide qualified representative to observe field conditions, installation, quality of workmanship, start-up of equipment, testing and adjusting as applicable, and make written report of observations to Owner.

B. Mockups:
   1. Where required by Owner, provided mockups of assemblies and finishes for review.
      a. Assemble and erect/install complete.
      b. Acceptable mockups in place may be retained for completed work
   2. When directed, remove mockup and clear area when work of that section is complete as approved by Owner.
   3. Provide finishes to match approved samples.

C. Testing Laboratory Services:
   1. Independent testing laboratory services may be required to provide unbiased quality control information necessary to protect Owner's interests and to furnish such technical knowledge as may be of benefit to the Project.
      a. Owner will pay all costs for testing except as specified otherwise.
      b. Contractor shall pay all costs for tests failed and retesting required due to defective work and materials, as well as charges related to standby and/or remobilization.
   2. Owner will direct testing laboratory as to which services will be required for work and the type and extent of reports that will be required.
      a. Refer to individual Specifications Sections on required tests that may be necessary.
   3. Employment of testing laboratory by Owner in no way relieves Contractor of its obligation to perform work in accord with Contract requirements.
   4. Contractor's responsibilities:
      a. Cooperate with laboratory personnel.
      b. Provide to laboratory, in required quantities, representative sample materials to be tested.
      c. Furnish casual labor and assistance as requested.
      d. Notify Owner and testing laboratory 24 hours in advance of expected time required services would be needed.
   5. Laboratory responsibilities:
      a. Perform and report all specified tests and additional tests that may be necessary.
      b. Conduct tests and provide reports as soon as possible so as not to delay the Work.
      c. Perform services and testing in accord with requirements of governing authorities and with specified references.

6. Review or inspection (or failure to do so) by Owner or Owner's authorized testing agency of Contractor's materials and/or Work constitutes neither acceptance on Owner's part nor waiver of Owner's right to future review or inspection.

1.09 NOTIFICATION OF EXISTING CONDITIONS

A. The Contractor's responsibilities, as identified in Article 10 of The General Conditions, are further defined as follows:
   1. Asbestos: Contractor is advised to visit the site and to carefully inspect and make itself thoroughly familiar with conditions as they exist at the site. Contractor is hereby made aware that Asbestos-Containing Materials (ACM) and/or Presumed Asbestos-Containing Materials (PACM), including without limitation, thermal system insulation, and sprayed-on or troweled-on surfacing material that is presumed to contain asbestos, exists or may exist at the site. Owner hereby provides notice to Contractor that the Services contemplated by this Agreement may be performed in or near areas that contain ACM and/or PACM as specified in the Scope of Services. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59.
      a. The Owner and Contractor agree that the quantities of ACM and/or PACM referred to in the Scope of Services are approximate and are enumerated for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Asbestos Standards, 29 CFR Parts 1910, 1915, and 1926.
   2. Cadmium and/or Lead: Contractor is advised to visit the site and to carefully inspect and make itself thoroughly familiar with conditions as they exist at the site. Contractor is hereby made aware that lead exists, or may exist at the site. The Owner hereby provides notice to Contractor that the services contemplated by the Agreement may be performed in or near areas that contain cadmium and/or lead as specified in the Scope of Services. Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof in accordance with the Occupational Safety and Health Administration Hazard Communication Standard 29 CFR Part 1926.59.
      a. The Owner and Contractor agree that the cadmium and/or lead, referred to in the Scope of Services, are described for the sole purpose of providing notification pursuant to the Occupational Safety and Health Administration Cadmium Standard 29 CFR 1926.63 and/or Lead Standard 29 CFR 1926.62
   3. Clean Air Act: Contractor is advised to visit the site and to carefully inspect and make itself thoroughly familiar with conditions as they exist at the site. Contractor is hereby made aware that chlorofluorocarbons (CFC's) exist, or may exist at the site. The Owner hereby provides notice to Contractor that the services contemplated by the Agreement may be performed in or near areas that contain CFC's as specified in the Scope of Services. Should the Contractor's Work result in any loss or release of CFC's from any source, including any equipment or containers, or any addition by Contractor of CFC's to any equipment or container, the Contractor shall provide all necessary documentation concerning such loss, release, or addition, including the quantities of CFC's affected, to the Owner.
      a. The Owner and Contractor agree that the quantities of CFC's referred to in the Scope of Services, are approximate and are enumerated for the sole purpose of providing notification to the Contractor.

1.10 USE OF SITE

A. Construction Worker Parking: Construction workers shall park in the area designated by Owner. Transportation for workers to Job Site shall be Contractor's responsibility. The only vehicles permitted at Job Site will be those used by Contractor for transportation or removal of

materials from Job Site, and those required to deliver and pick up workers. Contractor may be required to bus its employees from designated parking areas.

1. Bussing of construction personnel between designated parking areas and Job Site shall be Contractor's responsibility, including furnishing of all vehicles required for that bussing.

B. Vehicle Passes and Access to Site: At least 3 working days prior to starting work, Contractor shall deliver to Owner a list of those Contractor employees requiring access to the property. Owner will obtain vehicle passes for Contractor's use. No access will be permitted without a proper and current vehicle pass and all vehicle occupants must present a valid photo ID. Vehicular traffic to Job Site is limited to vehicles required to deliver labor and materials. On-site parking for vehicles shall be limited to those areas designated by Owner. Parking is not permitted on WALT DISNEY WORLD® Resort guest or cast member parking lots without prior approval. Vehicles not actively supporting Job Site operations are not permitted to remain on-site. Vehicles are not permitted inside the Venues during operating hours.

C. Limit of Construction:
   1. No Contractor's personnel shall be allowed, at any time, to leave the limits of the construction area and enter an area used by or visible to guests or employees of the WALT DISNEY WORLD® Resort.
   2. All Contractor employees who stray beyond the limits of construction without due cause shall be removed from this Project.

D. Lunch/break areas:
   1. Contractor employees may utilize cast member cafeteria, if approved by Owner, as a lunch / break area.
   2. If cast member cafeteria may not be used, the lunch and break areas shall be within the immediate Job Site area and shall be in an area not used by or visible to the guests of WALT DISNEY WORLD® Resort.
   3. Contractor's personnel shall not:
      a. Smoke in guest's view at any time.
      b. Use guest restaurants or cafeterias.
      c. Interact with guests, watch shows, or ride the Attractions.
      d. Use loud boisterous shouting or profanity.

E. Restrooms:
   1. Contractor employees may utilize cast member restroom facilities as directed by Owner's Representative. Use of facilities or areas used by or visible to the public guests of the WALT DISNEY WORLD® Resort shall not be permitted at any time. If determined by the Project Team prior to the start of the Work, the Contractor shall provide and maintain temporary restroom facilities. Temporary facilities shall be within the limits of the laydown area designated by the Owner. Owner will approve, prior to installation, use and location of temporary restroom facilities.

F. Temporary Electrical Services:
   1. Owner will provide an electrical source location at no cost to Contractor. Contractor shall install and maintain temporary electrical service.
   2. Contractor shall provide and maintain adequate temporary lighting for construction activities (minimum 10 foot candles).

G. Temporary Dust Protection: Protect all merchandise, equipment, etc., from dust, dirt, and damage. Protection shall be by drop cloths or other methods approved by Owner. All dust or dirt beyond construction barricades shall be cleaned each day before the Venue opening so as not to interfere with guest or employee operations.

H. Cleanup:

1. Contractor acknowledges the aesthetic requirement of the WALT DISNEY WORLD® Resort's job sites and the requirements for Job Site cleanliness of the highest standard, and Contractor agrees to conduct its Work with full consideration thereof within the Contract Sum. At all times, maintain a clean Job Site to the satisfaction of Owner. Unless specified otherwise in the Scope of Work, provide dumpsters, trucks, mechanical sweepers, etc., necessary to maintain a clean Job Site.
2. Utilize Reedy Creek Energy Services (hereinafter, RCES) Solid Waste Department to provide rubbish removal, reuse container rental/removal or other services related to the disposal of waste material. Contact RCES, 407-824-4415 with questions and to notify RCES a minimum of 24 hours in advance of waste pick-up.
3. The Job Site and work areas shall be broom swept and cleaned of all debris daily, or as directed by Owner. Collect rubbish, scrap, and debris resulting from the Work and deposit in Contractor-furnished containers for removal from the property.
4. Organize and maintain materials stored at the Job Site in neatly stacked units. Protect all finished surfaces from damage and dirt after installation.
5. No dirt or debris is to be deposited on any WALT DISNEY WORLD® Resort's roadways and shall clean up same if such dirt or debris occurs due to Contractor's operation. Clean all tires of vehicles prior to leaving the Job Site and entering roadways as required to maintain this standard.
6. Be responsible for all dust, vermin, and erosion control required for the duration of the Contract.

I. Project Waste:
1. In support of The Walt Disney Company's commitment to the environment, the Company has established a long term goal of Zero Waste. At a minimum, projects must comply with Walt Disney World Co. (hereinafter WDW) guidelines for recycling 90% of asphalt, concrete, metal, cardboard, pallets and carpet waste materials produced during construction.
2. Recycling services:
   a. Recycling services and containers for concrete, asphalt and carpet (in large quantities) must be obtained from outside independent sub-contractors.
   b. Contact WDW Property Control for recycling of metals. Property Control provides containers.
   c. Contact RCES for recycling of cardboard, pallets, Construction & Demolition (C&D) waste and other solid waste materials. RCES provides containers.
3. Maintain accurate records on-site of recycled material tonnage and furnish these records to the Owner as directed.
4. Locate recycling material and waste containers as directed by Owner. Monitor use of recycling and waste containers to insure recyclables and waste are placed in the proper containers.
5. Coordinate materials pickup as required.
6. See Responsibility Matrix below:

TYPE	**REPORTING**	**CONTAINERS**
Asphalt	Contractor to provide tonnage, date, hauler and recycler's address and phone number for each load with Pay Application	Contractor to provide (Contractor-furnished/Contractor-installed)

Concrete with rebar/reinforcing	Contractor to provide tonnage, date, hauler and recycler's address and phone number for each load with Pay Application	Contractor to provide (Contractor-furnished/Contractor-installed)
Carpet	Contractor to provide tonnage, date, hauler and recycler's address and phone number for each load with Pay Application	Contractor to provide (Contractor-furnished/Contractor-installed)
Cardboard (if Significant)	RCES will report tonnage and date for each load.	Contractor to contact RCES for containers
Pallets (non-treated wood)	RCES will report tonnage and date for each load.	Contractor to contact RCES for containers
Metals - All types	Owner will collect tonnage and date for each load.	Contractor to contact Property Control for containers.
C&D	RCES will report tonnage and date for each load (including recycled and landfill amounts).	Contractor to contact RCES for containers

J. Communications:
   1. Two-way radios are permitted, but Contractor's radio frequencies shall not conflict with those currently in use by Owner.
   2. Provide own telephone service. Use of Owner's telephones is not permitted.

K. Identification Badges: All Contractor employees shall wear identification badges at all times, in clear view and above the waist, while on WALT DISNEY WORLD® Resort property. Obtain these badges from Owner and return badges upon completion of the Work. There will be a deduction from the Contract Sum of $35.00 per badge missing upon completion of the Work. Personnel found on the Job Site without an ID badge will be escorted to the Project gate and denied further access until obtaining an appropriate ID badge. Owner retains the option to waive this requirement.

L. At no time shall Contractor employees exhibit logos, slogans, art, and/or graphics on any item of clothing being worn, with the exception of Contractor or subcontractor name and company logo.

M. All construction personnel must comply with Owner's requirements for:
   1. Prohibition against firearms and other weapons.
   2. Prohibition against alcohol or illegal drugs on Walt Disney World property.

N. Daily Field Reports: Submit daily field reports to Owner. Submit electronic or hard copies to Owner on a weekly basis containing the following information concerning events on the Job Site:
   1. List of subcontractors scheduled on site.
   2. List of subcontractors at the site.
   3. List of work activities started by trade.
   4. List of work activities in progress by trade.
   5. List of work activities completed by trade.
   6. Daily start/finish times.
   7. Count of personnel by trade on site.
   8. High and low temperatures, general weather conditions, a log of rain events.

9. Accidents and unusual events.
10. Meetings and significant decisions.
11. Stoppages, delays, shortages, and losses.
12. Emergency procedures.
13. Orders, inspections, and requests of governing authorities.
14. Changes requested by Contractor.
15. Changes requested by Owner.
16. Owner-furnished items received by Contractor.
17. Directives received and implemented.
18. An account by directive of all labor and materials (time and material tickets) used in the execution of directives.
19. Services connected and disconnected.
20. Equipment or system tests and startups.
21. Partial completion and occupancies.
22. Substantial completions authorized.
23. Visitors to the site.

O. Safety/Emergency Egress/Demolition:
1. Comply with rules and regulations of OSHA and other official agencies having jurisdiction, including the Florida Trench Safety Act, as well as the latest revision of the WDPR BPR-193927 WDPR Project Specific Safety Plan.
2. Overhead objects in guest and employee areas require a redundant support system as referenced in the Walt Disney Parks and Resorts GPR-193105 Facilities Safety Guiding Principles, latest revision, Overhead Objects and Rigging Systems section.
3. Fire and safety access: Do not block access and egress of emergency exits. All emergency exit areas shall remain free of materials and debris. Do not block employee access or traffic to existing facilities. All disruptions required of these items will be coordinated and directed by Owner.
4. Demolition Safety Plan: Prior to commencement of any Demolition Work, based on Owner's requirements and actual field conditions, submit a Project Specific Demolition Safety Plan. Prior to demolition of primary structural members of load bearing vertical components, or structural components supporting those, Contractor shall be required to submit drawings and calculations, signed and sealed by a Florida licensed Professional Engineer, certifying that the equipment, means and methods proposed for demolition are safe and adequate. The Project Specific Demolition Safety Plan shall include, but not be limited to, the following:
    a. Proposed building access points for demolition and loading of new materials.
    b. Material and vehicle storage areas.
    c. Proposed sequence of the work with a schedule of all activities.
    d. Narrative/Drawings of specific means and methods for demolition required in execution of the work.
    e. Contractor to submit a Plan for performing work while suspended on the building exterior. Plan to include structural review and acceptance and certification of building attachment points. Plan to include performing a site walk with Project Representative, Engineering Services, Safety Services, and other Owner's Representatives.

P. Temporary Protection:
1. Maintain all temporary protection and protect work in place. Responsibility to repair/replace work due to subsequent damage to finished work shall be that of Contractor. Remove and dispose of at no additional cost to Owner.
2. Provide temporary insulated weather-tight closures for openings in exterior surfaces to facilitate and provide acceptable working conditions, for protection of materials, to allow

for temporary HVAC and control of mildew, and to prevent entry of unauthorized persons. Provide temporary doors as required with self-closing hardware and locks.

3. Protect carpeting as follows:
   a. High traffic areas: Provide a continuous layer of Masonite, fully taped at all seams.
   b. Low traffic areas: Provide a continuous layer of 6 mil. polyethylene plastic sheeting, fully taped at all seams.
4. Construction markings on wall surfaces are prohibited. If walls are marked and the markings subsequently bleed through the scheduled finish (i.e., GWB, paint, etc.), repair and/or replace as required for a period of 12 months from Date of Substantial Completion.

Q. Operating Requirements:
1. All demolition work, concrete placement, debris removal, deliveries, worker access shall be during Venue non-operating hours unless approved otherwise.
2. When placing concrete, protect vertical and horizontal surfaces (walks, roadways, landscaping, etc.) from accidental discharge, dropping, or splashes.

R. Special In-Venue Operating Requirements:
1. No employee, agent, guest or subcontractor of Contractor may enter restricted access (RAC – Ride Access Control or RMP – Ride Motion Protection) areas of attraction facilities unless: (1) escorted by a RAC/RMP trained employee of the WALT DISNEY WORLD® Resort; or (2) such person is (a) trained in the appropriate level of RAC/RMP procedures, (b) exhibits a valid training certification, and (c) activities and locations are limited by a predefined and approved scope of work.
2. The inside of the Venue is intended for pedestrian traffic. Use of vehicles during operating and non-operating hours shall be strictly controlled and enforced. Contractor, subcontractor, material supplier, etc., vehicles shall obtain clearance (vehicle pass) in order to gain access through the control gates manned by WALT DISNEY WORLD® Resort's Security. Vehicles and equipment shall only be cleared for delivery and pick-up of materials, tools and debris, and utilization on the job as tool/equipment support unit. Workers may be driven up to access points outside each Venue and then they shall walk to their work site. All vehicles shall utilize a drip pan under the oil pan/transmission while parked in the Venue. Between Venue closing and 5:30 a.m., vehicle access shall only be through the designated gate. If advance arrangements are made (in emergency, call "facilities one" via WALT DISNEY WORLD® Resort's Security, Communications Control Center), other gates can be opened for the duration of the passage or other special circumstances (concrete delivery, extensive demolition, etc.).
3. Private vehicles are not allowed inside the Venue.
4. Do not leave tire tracks, debris or other droppings.
5. Clean during Venue non-operating hours prior to Venue opening time.
6. Instruct office personnel, workman and delivery trucks (including material and jobbing suppliers) that the only allowable access and egress to the Job Site is as directed by the Owner's Representative.
7. Request approval for use of all vehicles and equipment (bobcat, trucks, loaders, etc.) inside the Venues.
8. Request approval for use of gas-burning equipment and vehicular access into the tunnel system within Magic Kingdom and Epcot.
9. Examine the Job Site and Contract Documents, review designated restrictions and conditions thereof, and verify that all costs associated with them are included in the Contract Sum.
10. Route all construction personnel and traffic required in the performance of the Work in accord with Owner-approved plan. Construction personnel shall use tunnels and backstage areas to exit or enter the Job Site during operating hours. Provide watchmen,

barricades, barrels and other means necessary to control traffic in order to progress the Work. The cost of these services and materials is included in the Contract Sum. When public roadways are used, coordinate operations with WALT DISNEY WORLD® Resort's Security through Owner's Representative.

11. Use "whisperized" construction equipment. Selection of equipment shall be based on minimizing noise; gasoline or diesel powered equipment shall be provided with proper mufflers for noise abatement, including all trucks. Be prepared to schedule work of extreme noise levels (i.e., jack-hammering, saw cutting, pile-driving, etc.) as directed by Owner. Noise levels shall be within those levels acceptable by authorities having jurisdiction.
12. Do not allow photography on or about the Job Site of the Project without first obtaining Owner's approval and a photo identification badge.
13. Do not block or interrupt traffic on WALT DISNEY WORLD® Resort's roadways, including temporary roads within the Job Site, with trucks, equipment, or materials without prior approval from Owner.
14. Observe the 10 mph speed limit inside the Venues.
15. Due to the nature of the Job Site, equipment access to certain locations is restricted. Thoroughly examine the Job Site and existing proposed grades and overhead height restrictions to determine the nature of equipment requirements for its Work, and all such costs are included in the Contract Sum.

S. Road Usage, Landfill and Hazardous and Chemical Waste Disposal:
   1. Make own arrangements with Reedy Creek Energy Services, Inc. for accessing the on-property landfill and pay for its utilization as necessary.
   2. All hazardous, regulated, universal, and chemical wastes generated by Contractor during the performance of the Work shall be managed in accord with applicable federal, state and local law and regulations, including, but not limited to, Chapter 40 CFR Subchapter I, Parts 260 through 265, 273, 279, 302: Chapter 49 CFR Chapter I, Subchapter A and Rule 62-730 of the Florida Administrative Code as applicable to "Large Quantity Generators of Hazardous Wastes". Packaging, labeling, storage and disposal of such wastes shall also comply with WDW policies. Such wastes shall be properly placed in U.S. Department of Transportation approved packaging, with appropriate markings at the time of generation. Packages containing such wastes shall be labeled to identify contents, date of accumulation, and Contractor's name and telephone number. Such packages shall be stored at a secure location and not exposed to weather.
   3. Upon completion of the Project or before 60 days has elapsed from the date of the first accumulation of wastes in each specific container, whichever is earlier, contact WDW's Environmental Affairs Department to arrange for disposal. WDW will arrange for disposal of such wastes by WDW's approved hazardous waste disposal vendor. Upon WDW's receipt of the invoice for disposal costs, a copy of the invoice will be forwarded to Contractor and Contractor shall reimburse. WDW'S Contractor shall be responsible for all packaging, storage, and labeling costs.
   4. Be familiar with the in-Venue and on-property roadway system and note overpass height requirements. Review transportation requirements with Owner prior to the start of work.
   5. Work around the WALT DISNEY WORLD® Resort's Monorail transportation system shall be required to comply with the Monorail-Proximity Construction Plan, provided by Owner.

T. Material/Equipment Staging:
   1. Material and equipment staging shall be in areas designated by Owner prior to use by Contractor.
   2. Supply materials to the Job Site on an as-needed basis during installation. Should Job Site conditions require installation of materials directly from the delivery vehicle, it shall be included in the Contract Sum.

3. Move stored materials or equipment that interferes with operations of Owner and/or other contractors, as directed by Owner, at no additional cost to Owner.
4. Cooperate and coordinate with Owner and all other contractors regarding placement and storage of materials and equipment in order not to encumber the areas prior to and during the performance of the Work.
5. Be advised that Job Site security may be provided by Owner; however, Contractor agrees that it shall be solely responsible for the securing and safe keeping of its on-site materials, tools, and equipment.
6. Provide all on-site receiving and inventorying, inspection, off-loading, storage, transportation (as required), and safe keeping of materials necessary for its Work.
7. Coordinate material deliveries with Owner. Arrange for labor forces to receive and unload as promptly as possible. Materials and supplies shall not be carried into guest areas during Venue operation hours, unless pre-approved by Owner.
8. Cranes, if required, shall be boomed down at the end of each work-day and during periods of inactivity during the workday. All equipment shall be properly grounded at all times.

U. Barricades/Construction Fences: The project team will determine the need for and location of barricades/construction fences. If required, all barricades/construction fences shall conform to the following:
1. Supply plywood barricade panels fabricated and erected in accord with EPCOT Building Code (EBC). All panels shall have top rails and battens. Panels shall be freshly painted on both sides (color selected by Owner). Panels shall be kept in good repair and appearance throughout the Project duration. Repaint or replace panels that do not maintain acceptable standards.
2. For exterior fences with height greater than 4 feet and up to and including 8 feet, fabricate per prescriptive detail requirements of the EBC. For heights above 8 feet, design to meet the full wind load requirements of the EBC and submit signed and sealed engineering drawings and calculations for Owner's approval and for permitting. Do not erect fence until such approvals are received in writing. Submit fence access points, gate swings, and layout to Owner for approval prior to erecting fence. Locks on fence access points are not permitted unless supplied by Owner.
3. Barricades shall be new or like new. Barricades showing signs of deterioration shall not be acceptable.
4. Other types of barricades, such as orange and green snow fence, scrimmed chain link fence, or cones, shall not be allowed under any circumstance without prior approval from Owner.
5. Projects with duration of less than 1 day or Projects where a high reach, lifts, or heavy equipment will be moving during the day are still required to meet the barricade standards.
6. Paint all 4 ft. barricades on both sides, including bracing and weights. Paint all 8 ft. barricades on both sides including bracing and weights, if the interior is visible to guests.
7. Material to be used shall be A/C plywood, with the A side to the guest. All battens, top and bottom rails, shall be B grade or better. Joints shall be caulked. Knots or splits are not acceptable. Interior barricades shall be fire-retardant treated lumber and plywood conforming to AWPA C1. Exterior barricades shall be preservative-treated conforming to AWPA P5 (CCA or ACZA). Provide pressure-type treatments only. Surface applied, non-pressure treatments are not acceptable.
8. Inspect and repair/repaint barricades daily as required.
9. All barricades shall have Construction Signs. Owner will supply "Pardon Our Appearance" signs to Contractor. Contactor shall return signs at completion of Project; all unreturned signs will be charged to Contractor at $25.00 each.
10. Owner will supply Special Character Plant-On's to Contractor. Return all signs and Plant-On's to Owner upon completion of Project.

V. Unforeseen Conditions
   1. Contractor hereby represents that it has investigated to its own satisfaction the risk that unforeseen or latent physical conditions exist on or about the Job Site, and any such condition shall not excuse Contractor's obligation to perform the Work within the Fixed Price Amount (or NTE Amount, as applicable).

W. Restoration/Demolition:
   1. Remove, cut, alter, replace, patch, and repair existing work as necessary to install new work. Except as indicated or specified otherwise, do not cut, alter or remove structural work, and do not disturb ducts, plumbing, steam, gas, or electrical work without approval from Owner. If existing construction scheduled to be altered, extended, or otherwise reused is found to be defective in any way, it shall be reported to Owner before it is disturbed. Materials and workmanship used in restoring work shall conform in type and quality to that of original existing construction except as indicated or specified otherwise.
   2. Upon completion of the Work, deliver all existing construction complete and undamaged. Existing construction (walls, ceilings, partitions, floors, mechanical and electrical work, lawns, paved roads, walks, etc.) disturbed or removed as a result of performing required new work shall be patched, repaired, reinstalled or replaced with new work, refinishing, and left in a condition equivalent to that which existed prior to commencement of the Work.
   3. Immediately restore to service and repair all damage caused by it to existing piping and conduits, wires, cables, etc., of utility services or of fire protection systems and communication systems (including telephones), which are not scheduled for removal, discontinuance, or abandonment.
   4. Remove, reroute, reinstall, modify as required, and immediately restore to service existing piping, conduit, wire, cables, etc., as may be necessary to perform the Work.
   5. Remove and/or protect Owner's inventory as directed by Owner and reimburse Owner for any loss caused by its operation.
   6. When demolition in a guest area occurs that cannot be repaired prior to the Venue opening, provide temporary panels that match exposed finished surfaces (as approved by Owner) and that may be moved for ongoing work access. After work access is no longer needed, remove temporary panels and patch and repair in accord with the Contract Documents.

X. Utility Interruptions:
   1. When authorized by Owner, prior to interrupting any utility service, ascertain that it has the proper materials, together with adequate workmen and equipment, to complete the Work in a minimum amount of time. Where possible, interruption in service shall be scheduled during the hours when the facilities are not in use. Return all services back into operation as soon as possible, including working all the overtime necessary at no additional cost to Owner.
   2. Notify Owner 48 hours in advance of interruptions of existing utilities.
   3. Requests for utility service interruptions shall be in writing to Owner indicating date, time, utilities involved, location, and downtime required. Owner will either approve the request as submitted and direct Contractor to proceed accordingly, or modify the request and direct Contractor to proceed.
   4. Restart equipment that was temporarily shut down and/or affected by the utility interruption.

Y. Security:
   1. On-site security is the responsibility of Contractor. Observe security requirements established by the Walt Disney World Co. Coordination and all questions with regard to security shall be directed to Owner.

2. Owner will provide security for building access and merchandise observation. Be responsible for coordination of Owner security. A 24-hour notification to Owner is needed for building security coordination and is the responsibility of Contractor.

Z. Hurricane Plan:
1. Provide a detailed Hurricane Plan delineating the person(s) responsible and actions to be taken in the event of a hurricane. The plan shall include, but not be limited to:
   a. Names and emergency telephone numbers for critical Contractor and subcontractor employees.
   b. Actions to be taken when a storm strike is likely (within 24 to 36 hours).
   c. Actions to be taken when a storm is probable (within 12 to 24 hours).
   d. Actions to be taken when a storm is impending (within 12 hours).
2. As soon as practical following a storm event, contact Owner to assess damages.

AA. Surveying:
1. Owner will provide a monument baseline and six on-site benchmarks for elevation and horizontal control.
2. Prior to commencing all survey work that requires use of surveying instruments, submit names and qualifications of the company or individuals performing such survey work to Owner for approval. Do all layout work and subsequent verification of utilities, POCs, walls, slabs, columns, beams, etc., with use of equipment necessary to meet the Contract requirements.
3. Utilize a properly licensed registered land surveyor of Florida for the following (where applicable to the Work).
   a. Surveying and engineering required for preparation of required Certified As-Built Drawings.
   b. All “rough” and “finish” grade stakes as required to perform the Work. Perform any re-staking as a result of interference by others at no additional cost to Owner.
   c. Extension of Owner-provided horizontal and elevational control monuments and markers.
   d. Verification that all underground utilities are in their proper location prior to backfilling.
   e. Verification and/or recording of existing utilities encountered.
   f. Additionally as may be required by applicable Florida Statutes and Administrative Codes.

AB. Permits:
1. Procure and pay for all permits required for any part of Contractor’s Work (except those permits obtained directly by Owner), including permits for dewatering, equipment, building, Contractor’s trailer, etc. This shall also apply to those permits required that are to be obtained in the name of Owner, for Owner’s own office/administrative trailers and all temporary construction. Costs for required permits (except those permits obtained directly by Owner) are included in the Contract Sum.
   a. Note: Include the value of Owner-furnished/Contractor-installed items in addition to the value of the base bid Scope of Work, when determining the total value of the Work to be performed.
2. RCID Building permits and RCES “dig permits”, Manhole Entry and Utility Outage permits shall be obtained by Contractor, at its sole expense, prior to commencement of any excavation.

AC. Surface Water Management and Erosion Control:
1. Owner has submitted a detailed, comprehensive Surface Water Management Plan for the entire Project. Contractor has made itself familiar with, and shall file the required “Contractor’s Certification” certifying that it shall fully comply with the Storm Water Pollution Prevention Plan (SWPPP) if mandated by the project’s scope and size (greater

than one acre), and the National Pollution Discharge Elimination Systems (NPDES) General Permit.

2. Contractor and its subcontractors that meet the criteria of the NPDES Permit and applicable regulations shall file the required Notice of Intent (NOI) prior to commencing any Work on-site and Notice of Termination (NOT) upon completion of all operations.
3. Be responsible for all runoff control efforts, inclusive of providing protection of areas receiving runoff, in accord with applicable regulations and codes, as applicable to its Work.
    a. Concrete wash, paint, or other debris shall not be discharged into the storm or sanitary drains.
4. Furnish, install, and maintain, at no additional cost to Owner, all necessary surface protection such as temporary retention basin, silt screens, diapers, jute mesh, filter fabric, hay bales, sandbags, etc., for turbidity control and to prevent erosion and surface degradation. Be responsible for repairing and/or replacing all damage to the surface protection caused by its Work.
5. Be advised that should any of the WALT DISNEY WORLD® Resort's ponds, lakes and/or canals become contaminated due to its actions or inaction, the cost to flocculate, or clean by any means as may be required, and fines will be paid for by Contractor. Reedy Creek Improvement District (RCID) environmentalists will monitor and take turbidity readings on a regular basis and rigidly enforce compliance with all applicable environmental standards.
6. All on-site refueling operations shall be subject to applicable regulations and subject to approval. No on-site fuel depot will be permitted without a detailed submittal approved by Owner and any regulatory agency having jurisdiction. Take extreme care and precautions to prevent spillage of fuel or other contaminants. All costs associated with clean up of spilled fuel, etc., shall be Contractor's responsibility.
7. Dewatering: Furnish, install, maintain and remove when complete all dewatering equipment and material required for the performance of the Work under this Contract.
8. Contractor shall make its own judgments as to the actual conditions and draw conclusions as to means and methods required for the performance of its Work under the Contract. Provide dewatering, if required, at whatever elevation water is found.
9. Dewatering for construction is strictly regulated within the applicable jurisdiction that this Job Site resides. Submit all proposed dewatering for approval prior to Work commencing. Contact Reedy Creek Environmental Services.
10. Perform dewatering operations in strict accord with South Florida Water Management District (SFWMD), Florida Department of Environmental Protection (FDEP) and all other applicable regulations. The Contract Sum shall include providing and maintaining all required erosion control devices (e.g., hay bales, gravel, etc.). Provide permitting for dewatering that may be required.
11. Dispose of clean dewatering discharge in accord with the SWPPP (reference Paragraph BB, General Requirements, "Surface Water Management and Erosion Control" for additional restrictions that may apply). Dewatering discharge may not be discharged into the canals. No contamination of surrounding wetlands will be allowed.

1.11 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Definition: The term "product" includes materials, systems, and equipment.

B. Provide products that are new and best of their respective kinds.

C. Furnish in ample quantities to facilitate proper and timely execution of the Work.

D. Use products of one manufacturer for each specific purpose, insofar as practicable.

E. Contractor's Options:

1. Where products are specified solely by reference standards or performance characteristics, select products by manufacturers that meet requirements. Owner reserves the right, however, to exercise its prerogative in determining what is acceptable and what is not acceptable.
2. Where products are specified by reference standards or performance characteristics and listed by trade name or number, or manufacturer's name or number, select from list of named products.
3. Where products are specified by naming several manufactures, select product list from list of manufacturers named.
4. Where products are specified by naming several manufacturers, but the option of selecting equivalent products by the statement "equivalent to" or words of like import before or after the specified product. Submit request, as required for substitution, for products not specifically named.

F. Requests received for substitutions will not be considered, except for the following conditions:
   1. Production discontinued.
   2. Insufficient quantity available. However failure to award subcontract in sufficient time, or failure to place orders for products so as to ensure delivery without delaying Work, will not establish cause for substitution.
   3. Certain delays beyond control of Contractor, such as strikes, lockouts, storms, fires, or acts of God, which may preclude the procurement and delivery of products for purposes of the Project.
   4. Other reasons as Owner may deem Contractor is justified in requesting such action.

G. Procedure: Submit five copies of request substitution. Include in request:
   1. Statement indicating why specified product cannot be provided.
   2. Complete data substantiating compliance of proposed substitution with Contract Documents.
   3. For products submit:
      a. Product identification, including manufacturer's name and address.
      b. Manufacturer's literature: Product description, performance and test data, and reference standards.
      c. Samples.
      d. Name and address of similar Projects on which product was used, and date of installation.
   4. For construction methods submit:
      a. Detailed description of proposed method.
      b. Drawings illustrating methods.
   5. Itemized comparison of proposed substitution with product or method specified.
   6. Data relating to changes in construction schedule.
   7. Accurate cost data on proposed substitution in comparison with product or method specified.

H. In making request for substitution, Contractor represents:
   1. It has personally investigated proposed product or method and determined that it is equal or superior in all respects to that specified.
   2. It will provide the same warranty for substitution as for product or method specified.
   3. It will coordinate installation of accepted substitution into the Work, making such changes as may be required for the Work to be complete in accord with Contract Documents.
   4. It waives all claims for additional costs related to substitution, which consequently becomes apparent.
   5. It will assume all additional cost of construction performed by other separate contractor to accommodate the accepted substitution.

6. Cost data is complete and includes all related costs under its Contract, but excludes Owner's redesign and costs under separate contracts.
7. It accepts the responsibility for additional costs encountered by Owner for redesign, or by others as a result of substitution(s) made by Contractor.

I. Substitutions will not be considered if:
1. They are indicated or implied on shop drawings or product data submittals without formal request submitted in accord with this Section.
2. Acceptance will require substantial revision of Contract Documents.

1.12 PRODUCT HANDLING, STORAGE, AND PROTECTION

A. Transport, deliver, handle and store materials and equipment at the Job Site in such a manner as to prevent intrusions of foreign matter or moisture and damage.

B. Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.

C. Remove damaged or otherwise unsuitable material and equipment promptly from the Job Site.

D. Protection: Protect all finished surfaces.

1.13 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OF/CI) ITEMS

A. Install Owner-furnished items as indicated on the Contract Documents.

B. Receive, handle, and transport to the Job Site all OF/CI items. Assume all responsibility for this material from time of receipt until final acceptance of the installation. Pick up material at a location to be designated by Owner, within a 35-mile radius of the Project Job Site. Provide all labor, miscellaneous materials, and equipment required for a complete and proper installation, including, but not limited to, fasteners, adhesives, supports, conduit, wire, boxes and final terminations, etc.
1. All off-loading, rigging, protection, setting, hoisting, and installation of OF/CI items are to be by Contractor. Be responsible for coordination and assuring delivery to the Job Site.
2. Protect Owner- or Contractor-furnished items from damage due to weather, dust debris, or separate contractors. Make necessary repairs, at no additional cost to Owner, if Contractor damages items as a result of insufficient protection.
3. Verify dimensions, weight, shapes and packaging, etc. of OF/CI items, and utilize equipment suitable for the task (e.g., trucks, handtrucks, blankets, tie-downs, etc.). Owner reserves the right to withhold release of items it deems will not be afforded proper handling or protection based on the equipment presented by Contractor at the time of pick-up.
4. 4. Clean up and properly dispose of all crating, packaging, etc.

1.14 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

A. Provide construction facilities and temporary controls required for the Work of the Project and maintain supervision of them.

B. Verify with Owner and provide and maintain as required the following items without additional cost to Owner:
1. Temporary lighting required that would be in addition to that which is existing.
2. Power extension cords for tools and equipment.
3. Temporary field offices and storage sheds.
4. Temporary barriers and fences.
5. Temporary controls for noise, dust, water, and erosion.
6. Temporary construction aids.
7. Temporary tree and plant protection.
8. Security, protection, and safety signage.

9. Temporary sanitary facilities.
10. Temporary first aid facilities.
11. Temporary fire protection.
12. Additional construction facilities and temporary controls required by, and in accord with, legal requirements.

C. Owner-provided items, without cost to Contractor:
1. Temporary power source for all construction activities.
2. Temporary water source for construction.
3. Temporary parking facilities.
4. Temporary staging area facilities.
5. Temporary Project identification.

D. Utility mains and utility services to buildings or other facilities of Owner or another contractor shall not be cut off or otherwise interrupted without permission from Owner.
1. When authorized by Owner, prior to interrupting any utility service, Contractor shall ascertain that it has the proper materials, together with adequate workmen and equipment, to complete the Work in a minimum amount of time.
2. Where possible, schedule interruptions in service during the hours when the facilities are not in use.
3. Cost of delays and inconvenience to Owner, when normal services are not resumed as scheduled, shall be chargeable to Contractor.

1.15 CONTRACT CLOSEOUT

A. General requirements for closeout: In addition to the requirements of General Conditions, Paragraph 9.4 – Substantial Completion and Final Payment, the following supplements requirements of Subparagraph 9.4.2. Provide the following closeout submittals and other items in both hard copy and electronic copy (PDF format) in accord with requirements of individual Specifications Sections:
1. Record (As-Built) Documents: Refer also to procedural requirements in this Section.
2. Operation and maintenance data.
3. Warranties and Bonds.
4. Keys and keying schedule.
5. Spare parts and maintenance materials.
6. Evidence of compliance with requirements of governing authorities, such as Certificates of Inspection for Mechanical and Electrical installations.
7. Certificates of insurance for products and completed operations.
8. Return all identification badges.

B. Provide evidence of payments, and release of liens, including, but not limited to, Contractor's Affidavit of Payment of Debts and Claims and Release of Liens.

C. Properly execute all submittals before delivery to Owner.

D. Demonstrations and instructions:
1. Instruct Owner's personnel in general procedural requirements for starting and placing in service all systems and equipment.
2. Demonstrate and provide instructions for operation and required maintenance of all systems, including mechanical, electrical and other equipment items.

E. Warranties:
1. Provide specific manufacturer's warranty for all items specified to require it.
2. List each component and control covered, with day and date warranty begins, date of expiration, and name, address and telephone number of person to contact regarding problems during warranty period.

F. Operating/Maintenance Manuals:
   1. Provide three up-to-date copies of all shop drawings, product data, and other information described in this Section for Owner use in compiling operating and maintenance manuals.
   2. Submittal format: Provide the following items, as applicable, for each required item or system. Requirements will vary, depending on the equipment. Refer to specific Specifications Section requirements.
      a. Items: (Use appropriate Section title).
      b. System description: Provide a detailed narrative description of each system, describing function, components, capacities, controls and other data specified, and include detailed operating instructions, including startup and shutdown of each system, with indications for position of all controls, as applicable.
      c. Wiring diagrams: Complete wiring diagrams for internally wired components including controls.
      d. Operating sequence: Describe in detail.
      e. Manufacturer's data: Provide catalog data sheets, specifications, nameplate data, and parts lists.
      f. Preventative maintenance: Provide manufacturer's detailed maintenance recommendations.
      g. Troubleshooting: Provide manufacturer's sequence for troubleshooting procedures for operational problems.
      h. Extra parts: Provide a listing of extra stock parts furnished as part of the Contract.
   3. Directory:
      a. Provide names, addresses, and telephone numbers of Contractor, its subcontractors, suppliers, installers, and authorized service and parts suppliers.
      b. Include name(s) of person(s) to contact.

1.16 PROJECT RECORD DOCUMENTS

A. Maintain one copy of the following documents at Job Site:
   1. Drawings (Blueline prints or electronic copy provided by Owner).
   2. Project Manual (Specifications) and Addenda.
   3. Approved shop drawings, product data, and samples.
   4. Modifications: Revision Orders, Directives, Bulletins, and other written amendments to the Contract.
   5. Field test records.

B. Store record documents in temporary field office location, apart from documents used for construction.
   1. Maintain documents in clean, dry, and legible condition.
   2. Do not use record documents for construction purposes.

C. Make documents available at all times for inspection by Owner's personnel.

D. Recording:
   1. Label each document "PROJECT RECORD" in 2-in. high printed letters.
   2. Keep record documents current.
   3. Record required information prior to concealing work.
   4. Legibly mark Drawings (or electronically mark the CD ROM) to record actual construction. Indicate:
      a. Depths of various elements of foundation in relation to main floor level or survey datum.
      b. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.

c. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
d. Field changes of dimension and detail.
e. Changes made by Revision Order, Directive, and other Modifications.
f. Details not on original Drawings.

5. Legibly mark up each Section of Specifications and Addenda to record:
   a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
   b. Changes made by Revision Order, Directive, and other Modifications.
   c. Other matters not originally specified.
6. Maintain shop drawings and samples as record documents. Legibly annotate shop drawings and samples to record changes made after approval.
7. In addition to requirements of this Article, comply with supplemental requirements of indicate mechanical, electrical, and equipment work.

E. Delivery to Owner.
   1. At completion of Project, deliver record documents to Owner.
   2. Accompany submittal with transmittal letter, in duplicate, containing:
      a. Date, Project title, and number.
      b. Contractor's name and address.
      c. Title and number of each record documents.
      d. Certification that each document, as submitted, is complete, accurate, and contains signature of Contractor, or its authorized representative.

END OF SECTION 01 10 10

EXHIBIT "D"
SPECIAL CONTRACT CONDITIONS

1.0 INSURANCE: *NOT USED*

1.01 The General Conditions, Article 11 ("Insurance"), is amended in applicable part (as underlined) to require that the Contractor provide and maintain the following insurance coverage:

"11.3.1(a) Commercial General Liability Insurance ... , with minimum limits of $5,000,000 each occurrence. Subcontractors and Sub-subcontractors of the Contractor are required to provide Commercial General Liability Insurance with minimum limits of $2,000,000 each occurrence and comply with all other requirements of the General Conditions."

"11.3.1(b) Automobile Liability Insurance with minimum combined single limits of $5,000,000. Subcontractors and Sub-subcontractors of the Contractor are required to provide Automobile Liability Insurance with minimum limits of $2,000,000.00 combined single limit per occurrence and comply with all other requirements of the General Conditions."

"11.3.1(g) With respect to Builder's Risk Insurance coverage refer to Articles 11.1 and 10.2 respectively."

1.02 The General Conditions, Article 11 ("Insurance"), is amended in applicable part (as underlined) to require that if any certified design product of a licensed professional designer/engineer are included in this Contract Scope of Work, the Contractor shall provide and maintain the following professional liability insurance coverage:

"11.3.1 (h) Professional liability insurance (including contractual coverage), with a minimum limits of $2,000,000 per claim, protecting it and Owner from errors and omissions of Contractor from or in connection with the performance of Contractor's services for a period of at least three (3) years after the completion of said services (including an endorsement covering the indemnification provisions of Paragraph 11.7. of these General Conditions "

2.0 MINORITY, WOMEN, VETERAN AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

2.01 It is the policy of the Owner that minority, women, veteran and service-disabled veteran business enterprises (hereinafter ("MWVBE") shall have the maximum feasible opportunity to participate in the performance of Owner's construction contracts. As used herein, the terms " minority, women, veteran and service-disabled veteran business enterprise" or "MWVBE" mean a business which is at least 51% owned, operated and controlled by minority, women, veteran, or service-disabled veteran group members. The minority, women, veteran, or service-disabled veteran ownership must exercise actual day-to-day management and control of the enterprise. For purposes hereof, minority group members are African Americans, Hispanic Americans, Asian Americans, and Native Americans.

2.02 The Contractor agrees to employ good faith efforts to subcontract at least 10% of the total Contract Sum including Change Orders issued under this Agreement (hereinafter the "MWVBE Goal") to minority-, women-, veteran- and service-disabled veteran-owned business enterprises. If the Contractor fails to achieve the MWVBE goal, the Contractor agrees to provide evidence to demonstrate that it employed good faith efforts to meet the MWVBE Goal.

2.03 The Contractor shall maintain records showing awards and amounts paid to MWVBEs.

2.04 The Contractor shall report to the Owner monthly, or at contract completion if the contract duration is less than one (1) month, the amounts awarded and paid to MWVBEs through the "STARS Supplier Management Portal" website located at https://disney.starssmp.com or any successor site thereof.

2.05 The Contractor will appoint a company representative to assume the responsibility for the implementation, performance and reporting of all requirements set forth herein.

2.06 Nothing herein is intended to, nor shall it be deemed to create a contractual or a third party beneficiary relationship with or a cause of action in favor of any third party, including without limitation any minority, women, veteran and service-disabled veteran business enterprise.

3.0 DISNEY SUPPLIER INFORMATION:

3.01 The Contractor is advised that the Owner has pricing agreements in place with the following suppliers to provide **material and equipment** required for its ongoing theme park maintenance and repair operations. This same negotiated pricing is also available to the Contractor and its Sub-contractors for this Work as a competitive alternative pricing resource to its other suppliers, at the following points of contact:

SUPPLIER	COMMODITY CATEGORY	CONTACT NAME & PHONE
Arrow Electronic	Electronics, IC's, resistors, LED's, etc.	Andy Barnett (FL) 216-533-6251 Steven Evenden 902-450-2631
Allied Electronics	Electronics, IC's, resistors, LED's, etc.	Scott Parrish (CA) 602-799-4828 Joel Bowie (FL) 407-535-9775
Applied Industrial Technologies	Power transmission, motors, bearings, belts, etc.	Nestor Rivera (FL) 407-490-8620 Kevin Bell (CA) 714-879-0977
Baker Industries	HVAC/R Parts and Supplies	Tony Aspesi 407-687-5281
Bell Pipe & Supply	Pipe, valves & fittings	Gary Stevens (CA) 714-809-7158
Curbell Plastics	Plastics products, standard plastic sheet, rod, shapes	Jeff Ostrowsky (FL&CA) 727-415-4904
Grainger Industrial Supply	Tools, drill bits, sanding, abrasives, Mat'l handling, tapes, Plumbing, Safety supplies, respirators, PPE	Mark Roberts(FL) 407-241-1651 Karen Clements (CA) 714-656-7311 Olivia Lambert(Glendale) 213-200-8398

SUPPLIER	COMMODITY CATEGORY	CONTACT NAME & PHONE
Graybar Electric	Electrical supplies, wire, conduit, etc.	Jamey Winrow (FL) 407-608-0871 Brian Ochoa (CA) 909-451-4337
Ferguson	Plumbing supplies, fixtures, pipe, fittings	Rett Sechler (FL) 407-427-0073 Jeff Fergusson (CA) 949-836-3393
Hajoca/Hughes Supply Plumbing	Plumbing supplies, fixtures, pipe, fittings	Disney Team (FL) 407-352-5414
Hirsch Pipe & Supply	Plumbing supplies, fixtures,	Tom McClung (CA) 818-756-0900
Johnstone Supply	HVAC/R units, OEM parts, supplies, refrigerant	Bill Byrne (CA) 619-990-3543 Richard Leonard (FL) 407-495-8744 Keith Northey (CT/NY) 203-554-6821
Motion Industries	Power transmission, motors, bearings, belts, etc.	Michael Hurley (CA) 714-514-6658 Laurie Kreitzer (FL) 407-757-8990
MSC Industrial Supply	Tools, abrasives, tapes, adhesives Drill bits, cutting tools	Karen Kelly (FL) 407-851-8089 Katlin Pacheco (CA) 562-241-0157
Newark InOne Electronics	Electronics, IC's, resistors, LED's, etc.	Mike Jewel (FL) 1 407-279-8592 Sherrie Poole (CA) 800-263-9275
OneSource Electrical Distributors	Electrical supplies, wire, conduit, etc.	Ken Helfrich (CA) 714-404-3045
Winsupply Orlando (formerly Orlando Winnelson)	Plumbing supplies, fixtures, pipe, fittings	Mark Insogna (FL) 407-230-0758 Steve Lyon 407-849-2851
Regency Lighting	Lamps, light bulbs, fixtures, ballasts, etc.	Michelle Whiley 800 284-2024 x 5454
Rexel CEX / Vantage Electric	Electrical supplies, wire, conduit, etc.	Mark Fullagar (FL) 407-244-8312 Terry Chance (CA) 714-562-6638
Southern Fasteners and Supply	Fasteners, screws, nuts, bolts, Ride grade fasteners, etc.	Andy Maule (CA) 714-782-9152 Ticoya Kemp (FL) 407-803-4640
Veritiv	Custodial supplies & equipment, paper & packaging supplies	Bill Christie (FL) 407-920-4465 Jeff Depto (CA) 562-458-4153

3.02 The Contractor is advised that the Owner has pricing agreements in place with the following suppliers to provide **paint and coating products** required for its ongoing theme park maintenance and repair operations. This same negotiated pricing is also available to the Contractor and its Sub-contractors for this Work as a competitive alternative pricing resource to its other suppliers, at the following points of contact:

SUPPLIER	COMMODITY CATEGORY	CONTACT NAME & PHONE
Deft Inc. (distributed by PPG) PPG, Matthews, Ameron	High Performance Paints	John Eckes (CA) 714-535-8810 Colin Cronin (CA) 714-371-6888 cronin@ppg.com

Lanco Paints (FL)	Architectural Paints and Coatings, High Performance Paints, Smith Coatings Theme Paints	John Vidal (FL) 321-961-6400 JoVidal@LancoPaints.com
Mann Brothers, Inc.	Theme Paints	John Vidal (FL) 321-961-6400 JoVidal@LancoPaints.com Bill Astalos (CA) 213-705-7888 bastalos@mannbrothers.com
Modern Masters (CA) (distributed by Dunn Edwards Paint Corp)	Theme Paints	Clyde McLean (CA) 909-208-0918 Clyde.McLean@DunnEdwards.com
Modern Masters (FL) (distributed by PPG)	Theme Paints	Roger Mabe (FL) 240-299-9779 mabe@ppg.com Rob Locke (FL) 407-212-0369 rlocke@ppg.com
PPG, Matthews, Ameron	High Performance Paints	Roger Mabe (FL) 240-299-9779 mabe@ppg.com Rob Locke (FL) 407-212-0369 rlocke@ppg.com

CONTRACTOR REQUIREMENTS:
Contractor and Sub-contractors will be required to provide the following information to Disney Commodity Suppliers in order to receive Disney negotiated price:

ITB's and RFQ"s: Provide Disney ITB Number and Project Name

4.0 DISNEY ALLIANCE PARTNER INFORMATION:

4.01 The Contractor is advised that the Owner has an alliance relationship with **Stanley Black & Decker** and requests that the Contractor obtain pricing for Stanley products (where applicable), as well as that of other suppliers, at the following point of contact:

COMMODITY CATEGORY	BRANDS	CONTACT NAME & PHONE
Global Tools & Storage – Regional Market Manager	Tools Brands: DEWALT, STANLEY, Proto, Porter + Cable, Bostitch, etc. Concrete & Steel fastening/anchoring systems	Matt Fletcher C – 704-965-9491 Matt.Fletcher@sbdinc.com
Hand and Power Tools (Disney World)	Tools Brands: DeWalt, Stanley, Proto, Porter + Cable, Bostitch, etc. Concrete & Steel fastening/anchoring systems	Paul Kennedy Enterprise Solutions Manager 407-616-2766 Paul.Kennedy@sbdinc.com
Power Tool Repairs (Warranty and Other Service) Trade-in Competitive Tools for	Tools Brands: DEWALT, STANLEY, Proto, Porter + Cable, Bostitch, etc.	Debbie Arlington Service Operations Manager 407-657-0474

COMMODITY CATEGORY	BRANDS	CONTACT NAME & PHONE
Discount (Disney World)		Debbie.Arlington@sbdinc.com
	On-site pickup and return	John Dinatale Field Service Coordinator 407-463-5891 John.Dinatale@sbdinc.com
Electronic Security (Disney World) STANLEY Convergent Security Solutions (CSS)	Brand: STANLEY Convergent Security Solutions (CSS) Fire, theft, and intrusion monitoring, installation & maintenance, security system integration	Brad Humphries Regional General Manager 813-304-8823 Brad.Humphries@sbdinc.com Anthony Gagliardo Executive Security Consultant 407-235-1963 Anthony.Gagliardo@sbdinc.com
Vaults and Safe Locks (Disney World)	Brand: Sargent and Greenleaf	Brian Leary COO 513-383-3304 Brian.Leary@sbdinc.com
Automatic Doors & Operators (Disney World)	Brand: Stanley (can service all brands)	Bill Sprigg Regional Manager (561) 654-1640 william.sprigg@sbdinc.com Larry Hassell Territory Manager 321-277-2026 Larry.Hassell@sbdinc.com Michael Yaeger Service Territory Manager 240-480-1611 Michael.Yaeger@sbdinc.com
Inventory/Asset Management Solutions	Brand: CribMaster Inventory Management Solutions Software, "Vending" Machines, RFID tracking, AccuPort	John Johnson Strategic Accounts 770-331-3303 John.Johnson2@sbdinc.com
Engineered Storage (Disney World)	Brands: Vidmar, Inner Space, Lista Hi-density storage solutions; cabinets, benches, seating, lift systems, racks, temporary storage buildings	Eric Chapman Territory Sales Manager 727-204-1450 Eric.Chapman@sbdinc.com
Stanley Healthcare Solutions	Brands: Hugs Infant Protection, WanderGuard, AeroScout Healthcare safety, security, productivity, condition monitoring (temperature/humidity)	Scott McGinnis Client Director 770-330-3302 Scott.McGinnis@sbdinc.com
Demolition Tools (Disney World)	Brand: LaBounty	Dave Reed Account Manager 410-937-5304 David.Reed@sbdinc.com
Hydraulic Tools (Disney World)	Brand: Stanley	Wayne Ray Account Manager 352-396-3593

COMMODITY CATEGORY	BRANDS	CONTACT NAME & PHONE
		Wayne.Ray@sbdinc.com
MAC Tools (Disney World)	Brand: MAC	Patrick Mangold WDW Account Representative Cell: 407-252-2638 Patrick.Mangold@sbdinc.com
MAC Tools (Disney World)	Brand: MAC	Stewart Brown District Manager Cell: 407-961-8771 Stewart.Brown@sbdinc.com

5.0 HAZARDOUS AND CHEMICAL WASTE DISPOSAL

All hazardous, regulated, universal and chemical wastes generated by the Contractor during the performance of the Work shall be managed in accordance with applicable federal, state and local law and regulations, including but not limited to Title 40 CFR Subchapter I, Parts 260 through 265, 273, 279, 302; Title 49 CFR Chapter I, Subchapter A and Rule 62-730 of the Florida Administrative Code as applicable to "Large Quantity Generators of Hazardous Wastes". Packaging, labeling, storage and disposal of such wastes shall also comply with Owner's policies, which are available from Owner's Representative. Such wastes must be properly placed in U.S. Department of Transportation approved packaging, with appropriate markings at the time of generation. Packages containing such wastes must be labeled to identify the contents, date of accumulation and the Contractor's name and telephone number. Such packages must be stored at a secure location and not exposed to weather. Upon completion of the Project or before 60 days has elapsed from the date of the first accumulation of wastes in each specific container, whichever is earlier, Contractor shall contact Owner's Representative to arrange for disposal. Owner's Representative will arrange for the disposal of such wastes by Owner's Representative's approved hazardous waste disposal vendor. Upon Owner's Representative's receipt of the invoice for disposal costs, a copy of the invoice will be forwarded to the Contractor and Contractor shall reimburse Owner's Representative therefor. The Contractor shall be responsible for all packaging, storage, and labeling costs.

Personnel training

Contractor represents and warrants that (1) its employees have received personnel training required under 40 CFR 265.16 and (2) it maintains documentation that such training has been provided to its employees pursuant to 40 CFR 265.16(d). Contractor shall provide copies of such documentation to Owner upon request. Owner shall provide Contractor the facility emergency response training required under 40 CFR 265.16(a)(3) and 29 CFR 1910.120(b)(1)(iv) prior to the onset of Contractor's Work. Contractor and Contractor's employees shall sign acknowledgements that they have received such training if requested by Owner.

GENERAL CHEMICAL EMERGENCY RESPONSE PROCEDURES FOR CONTRACTORS

Contractors performing Work at the WALT DISNEY WORLD® Resort must be familiar with the emergency response procedures and notifications provided below in connection with a spill or fire. The Contractor must provide and familiarize their employees with these procedures. These procedures and emergency telephone numbers must be available at the Job Site. These procedures are included as an addition to, and not a substitute for, the Contractor's specific procedures or plans.

SPILL OR FIRE

In the event of a fire or spill that results, or potentially could result in, a release or exposure to hazardous materials, protect your safety and evacuate the area. Immediately call **911**.

Small spills (typically less than five gallons) of a chemical product routinely used by the Contractor that is trained and familiar with the chemical properties of the product must be immediately recovered. Place all waste and recovered materials in compatible closed containers such as 5-gallon pails or 55-gallon drums. Immediately contact Environmental Affairs through the Duty Pager at 407-945-7547 for further direction and disposal.

For larger spills, or to request assistance, call the Fire Department at 911.

6.0 ELECTRICAL SAFETY POLICY & LIST OF CERTIFIED ELECTRICAL CONTRACTORS

6.01 As of May 31, 2016 only the following electrical prime and subcontractors that have been certified thru our Contractor Safety Qualification and Training (CSQT) process (described in Spec 1010, Section 1.8) will be permitted to bid on or perform any electrical work at Walt Disney Parks & Resorts:

Walt Disney World Resort (Orlando, FL)

SUPPLIER	CONTACT NAME & PHONE
APG Electric	Alicia Flounoy (727) 530-0077 alicia.flounoy@apgelectric.com
Ascend Wireless Networks	Will Grindle (205) 767-8591 Will.grindle@ascendwirelessnetworks.com
Bergelectric Corp	Marcell Beasley (407) 859-8994 mbeasley@bergelectric.com
Bright Future Electric, LLC	Magen Blume (407) 905-4823 magenb@brifutelectric.com
Carter Electric	Douglas Carter (407) 814-2677 doug@carter-electric.com

Colwill Engineering	Mike Cessna (813) 241-2525 mikecessna@colwillengineering.com
Computer Power Systems, Inc.	Richard Kuzmick (407) 327-7373 rickk@cpsfl.com
Consumer Electrical Services	Michael Stull (407) 730-2509 mikes@conelecsvc.com
Consumer Electrical Specialists, Inc.	Roger Lower (407) 446-9921 rlces01@yahoo.com
C.T. Lilly Electric	Tom Lilly (407) 957-9988 tom@ctlilly.com
DRC Electrical Contractors, LLC	David Ramirez (352) 348-1321 drccontractors@aol.com
Echo ED Corp.	Daniel Fernandez (407) 930-4333 danielf@echoedc.com
Energy Solutions, LLC	Warren Emery (321) 947-8977 warren@ionlighting.com
Ferran Services & Contracting	Frank Friedman (407) 422-3551 ffriedman@ferran-services.com
Hank Lowry Electric	Andrew Bestwick (407) 855-0035 abestwick@hanklowryelectric.com
J. Crompton Electric, Inc.	Jonathan Crompton (561) 722-4020 jon@jcromptonelectric.com
JG Electric Services Corp	Karen Navarro (321) 663-3306 knavarro@jgecorp.com
Leading Efficiency Design, Inc.	Ramesh Sinanan (407) 401-6423 Efficiencydesign2@gmail.com
M.C. Dean, Inc.	Rick Brammer (813) 918-1140 rick.brammer@mcdean.com
Maddox Electric Company, Inc. (formerly ERMCO of Florida)	Scott Maddox (407) 934-8084 smaddox@ermcoofflorida.com
Maryland Electric Co.	David Dancey (931) 591-3010 davidd@maryland-electric.com
New Electric, LLC	Frank Csomos (863) 289-1184 frank@newelectricllc.com
Nixon Power Services	Ginger Trumbo

	(615) 309-5824 gtrumbo@nixonpower.com
NuTech Electric, Inc.	David Gabel (407) 729-3331 david@neiflorida.com
Orlando Electric, Inc.	Troy Vickers (407) 423-4971 orlandoelectricinc@gmail.com
Palmer Electric Co.	Michael Poczik (407) 646-8700 michael.poczik@palmer-electric.com
Precision Contracting Services, Inc.	Rick Arnold (407) 877-1900 rarnold@pcsfiber.com
R.E. Yates Electric, Inc.	Scott Reckless (407) 473-2354 Scott@reyateselectric.com
Randall Mechanical Inc.	Matt Reinders (407) 408-6792 mreinders@randallmechanical.com
Service Complete Electric, Inc.	Stephen Vary (407) 466-7400 svary@sceflorida.com
Signal Perfection, Ltd.	Lauri Przybylski (813) 884-7168 lauri.przybylski@avispl.com
Southeastern Design & Electrical Construction Co., Inc.	Joseph Algero III (407) 201-8871 sedesignandelect@aol.com
Supreme Electric Inc.	Mark Lewis (813) 433-6932 ml.sei312@gmail.com
Territo Electric	Tonya Clayton (407) 654-2767 tclayton@territo.com
Titan Electric Southeast LLC	Katie Povelite (407) 677-4080 accounting@titanelectric-se.com
Tri-City Electrical Contractors	Mike Powers (407) 788-3500 mike.powers@tcelectric.com
Trycor Electric	Marc Trytek (407) 839-4699 Mtrytek@trycor.com
Westbrook Service Corporation	Eric Fincham (407) 841-3310 efincham@westbrookfl.com

SUPPLIER	CONTACT NAME & PHONE
Anderson & Howard Electric, Inc.	Raquel Johnson (949) 756-3321 raquelj@aandh.com
California Boiler	Carol Villescas (714) 908-5863 cvillescas@californiaboiler.com
Conti Corporation	Mary Kay Taylor (302) 438-7338 mktaylor@conticorporation.com
International Line Builders, Inc.	Steve Pascuzzi (951) 682-2982 x 7927 steve.pascuzzi@ilbinc.com
Johnson-Peltier	Kim Rowell (562) 944-3408 krowell@johnson-peltier.com
Morrow Meadows	Michael Kirley (909) 839-8033 mkirley@morrow-meadows.com
Mowery-Thomason Inc General Construction Services	Chip Evans (714) 458-4343 cevans@mowerythomason.com
PARKIA, Inc	Brandon Abad (714) 773-1077 brandon@parkiainc.com
Randall Mechanical Inc.	Matt Reinders (407) 408-6792 mreinders@randallmechanical.com
Rosedin Electric	Partrick Lamarre (714) 421-3550 plamarre@rosendin.com
SASCO	Tina Rabideau (714) 870-0217 x 207 trabideau@sasco.com
Snowden Electric Co	Craig Stanley (714) 522-1690 x 11 cstanley@snowdenelectric.com
Spinitar	Rebecca Haines (714) 367-2900 Rebecca.Haines@spinitar.com
Thomas Electric Company	Adam Napton (562) 577-3773 anapton@thomaselectriccompany.com
Touchstone Engineering Corp.	Nash Shyamsunder (562) 596-1639 nash@te-corp.com

Please contact one of the following Coordinators with any questions regarding the Contractor Safety Management System:

Walt Disney World:
- Michelle Demarest at 407 827-7515, michelle.m.demarest@disney.com

Disneyland Resort & Aulani, Disney Resort and Spa:
- Ralph Rea at 714 781-1545, ralph.f.rea@disney.com

6.02 Implicit on all electrical work performed at any of the Owner's properties is the Contractor's (and its Subcontractor's and Sub-subcontractor's) strict compliance with the Owner's Electrical Safety Policy ("policy").

The policy is that all electrical work ***shall*** be performed de-energized as a standard work practice. This policy applies to the Contractor, Subcontractors, Sub-subcontractors, Subconsultants, Sub-subconsultants and anyone who performs electrical work on or near electrical conductors or circuit parts which are or may be energized. Contractor is expected to exercise good judgment and take personal responsibility for reducing the hazard risk to its lowest level and to ensure strict compliance with all applicable federal, state and local laws, code, regulations and rules.

The Contractor agrees its employees and agents and the employees of any Subcontractor, Sub-subcontractor, Subconsultant, Sub-subconsultant or anyone who performs electoral work as described herein shall adhere to all posted warnings, wear appropriate PPE and protective clothing and use appropriate tools until exposed energized electrical conductors or circuit parts are verified to be at a zero energy state.

In the narrowly limited circumstances when exposed energized parts are not de-energized, excluding diagnostic testing that cannot be performed de-energized, a documented job briefing shall be completed. The intent of the briefing is to provide notification for performing energized work to the Owner's Representative prior to performing the work. The job briefing shall include, but not be limited to, the following:

- Validation for energized work
- Hazards associated with scheduled work such as working in roadways or work performed within boundary, etc.
- Work procedures
- Energy source controls such as physical barriers or meter verification
- Personal protective equipment to be utilized ("PPE")
- Job work plan summary
- Record of the names of all workers involved in the work/briefing

The Contractor understand and agree that the Owner, throughout the term of the Contract, may review the Contractor's, Subcontractor's and Sub-subcontractor's safe work plan to confirm for its operations and the safety and well being of its cast, guests and invitees that adequate contingency plans have been considered in the event of an inadvertent interruption of electrical service.

Contractor shall establish or shall cause its Subcontractor or Sub-subcontractor to establish appropriate boundaries to restrict access around the work based on the type of hazard present. A **flash protection boundary** shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of four feet away (600V,600A max) from the exposed energized electrical conductors or circuit parts where the potential exists for an arc flash to occur, unless specific information is available indicating a different flash boundary is appropriate. Persons must not cross

the flash protection boundary unless they are wearing the appropriate PPE and are under direct supervision by a qualified person.

A **limited approach boundary** shall be established by the qualified person of the Contractor or its Subcontractor or Sub-subcontractor a minimum of three feet six inches (3'6") away from the exposed fixed energized electrical conductors or circuit parts, 600V max, where the potential exists for an electric shock to occur, unless specific information is available indicating a different limited approach boundary is appropriate. The purpose of the limited approach boundary is to advise unqualified persons that an electrical shock hazard exists and to reduce the risk of contact with an exposed energized conductor. Only qualified persons and immediately supervised unqualified persons are allowed to cross the limited approach boundary.

The Contractor understands and agrees that it is the responsibility of the Contractor to ensure compliance with all applicable safety laws, codes regulations and rules as well as adherence to the policy for all electrical work. The Owner reserves the right to observe and/or audit the Contractor's (or its Subcontractor's or Sub-subcontractor's) work without notice. The Contractor expressly understands and unequivocally agrees that any failure to strictly comply with any applicable safety laws, codes, regulations and rules this policy is a material breach of the Contract and may result in an immediate work stoppage or termination of the Contract at no additional cost to the Owner.

7.0 INTERNATIONAL LABOR STANDARDS (ILS) COMPLIANCE PROGRAM

Contractor shall comply with the ILS Program (as defined in Article 18.2 of the General Conditions) attached hereto as Attachment "A" and incorporated herein by this reference.

8.0 EXISTING JOB SITE CONDITIONS:

8.01 USE OF ASBESTOS/LEAD/CADMIUM CONTAINING MATERIALS

Contractor shall not utilize or install any asbestos, lead, or cadmium containing products on the Owner's property or within the scope of Work or services contemplated by this Agreement. It is the responsibility of the Contractor to obtain appropriate Material Safety Data Sheets for all materials to be used, and verify that the products do not contain asbestos, lead or cadmium. This requirement extends to any materials that may be specified in the Contract Documents. Specification of a particular material by the Owner in the Contract Documents does not relieve the Contractor from its responsibility to verify that the specified material does not contain asbestos, lead or cadmium. If a specified material does contain asbestos, lead or cadmium, then Contractor shall notify Owner immediately, and submit a proposed alternate material to be used in lieu of the specified material. Contractor shall submit Material Safety Data Sheets for all installed products, as part of the As-Built package. If Contractor installs any product containing asbestos, lead or cadmium, without previously obtaining the written consent of the Owner, Contractor shall be responsible for all costs associated with removal of the asbestos, lead, or cadmium containing material.

8.02 CONFINED SPACES:

The Contractor is hereby made aware that permit-required confined spaces exist or may exist at the Job Site and that the Work or services contemplated for this Project may be performed in or near permit-required confined spaces as specified in the Contract Documents. The Contractor's Work shall fully comply with the requirements of 29 CFR Part 1910.146 in connection with all Work in permit-required confined spaces. Entry into such permit-required confined spaces is permitted only through compliance with a permit space program meeting the requirements of 29 CFR Part 1910.146. The Contractor shall submit its permit space program to the Owner prior to carrying out any such Work. The Contractor shall obtain from the Owner the following information: (i) the elements that make the space in question a permit-required confined space, including the hazards identified and the Owner's experience with the space, (ii) any precautions or procedures that the Owner has implemented for the protection of employees in or near permit spaces where the Contractor's personnel will be working. The Contractor shall coordinate entry operations with the Owner, when both the Owner's personnel and the Contractor's personnel will be working in or near permit spaces. The Contractor shall inform the Owner at the conclusion of the entry operations regarding the permit space program followed and regarding any hazards confronted or created in permit spaces during entry operations. The Contractor takes full and complete responsibility for communicating existing conditions to all subcontractors and employees thereof.

9.0 NOMINATED SUBCONTRACTORS:

In the event the Scope of Work includes Themed Concrete, Character Façade Plaster, Themed Paint, Rockwork and/or Character Sculptures, the Contractor is required to utilize one or more of the following Subcontractors for the work listed below. The Contractor shall assume full responsibility for these "Nominated Subcontractors".

9.01 Themed Concrete:

Type of Concrete Work	Nominated Subcontractor	Contact
Themed/Textured,	Brightview (Fernando G/John Evans/ Antonio Huerta/ Jorge Huerta/Tim & John Dennis)	Jake Statham
Architectural Stamped, Decorative Vertical & Natural Stone	431 N. Kirkman Rd Orlando, FL 32811	(407) 296-7100 (407)587-6909(cell)
Themed/Textured & Architectural Stamped	Edwards Concrete (David Edwards & George) 880 Carter Road Winter Garden, FL 34787	David Edwards (407) 656-2139
Themed/Textured, Architectural Stamped & Decorative Vertical	Bruns, Inc. (TBD) P.O. Box 981 Windermere, FL 31786	Alan Bruns (407) 827-4338
Themed/Textured, Architectural Stamped & Decorative Vertical	CEC (Tony Castro) P.O. 22621 Lake Buena Vista, FL 32830	John Dinsmore (407)938-017

Themed/Textured & Architectural Stamped Decorative Vertical	Slalom Constr. (Judd Olson/Dean Crow) P.O. Box 783211 Winter Garden, FL 34778-3211	Lee Greenwood (407) 938-0244
Themed/Textured (Smaller scopes only)	Elite Constr.& Maint. Inc(Steve Mueller) 13021 Oulton Circle Orlando, FL 32832	Steve Mueller (321) 662-1460
Themed/Textured & Architectural Stamped	Faden Builders Inc (RobBennett/John Ridings) PO Box 242 Tangerine, FL 32777	Todd Faden (352) 735-9805
Natural Stone	ALL Masonry, LLC (Walter F) P.O. Box 1629 Apopka, FL 32704	Walter Ferguson (407) 886-3105
Themed/Textured, Architectural Stamped	Creative Concrete (Randall Crawford) 10812 Libby Number 3 Road Clermont, FL 34715	Matt Popisil (407) 719-8698
Themed/Textured	UCC Group, Inc. (Victor Tavares / David Nava) 7380 Sand Lake Road, Suite 500 Orlando, FL 32819	Graham Duthie (407) 248-0989
Themed/Textured, Architectural Stamped, Decorative Vertical	Cornerstone Construction (Phil Crawford) Services, Inc. 4205 Edgewater Drive Orlando, FL 32807	Jason Gonder (407) 299-3299
Themed/Textured	Baker Concrete(Walter Amaral/Jamie Cox) 1540 Aber Road Orlando, FL 32807	Richard Cunningham (407) 736-9900
Themed/Textured, Architectural Stamped, Decorative Vertical	ConTech Construction LLC (Nick Pelham) 700 West Plant Street Winter Garden, FL 34787	Alan Haughey (407) 758-8226
Themed/Textured, Architectural Stamped, Decorative Vertical	T&G Constructors, Inc. (Mark Dasso) 8623 Commodity Circle Orlando, FL 32819	Jeff Word (407) 352-4443
Themed/Textured, Architectural Stamped & Decorative Vertical	BVCC** (Greg Pereira/Mike Leavitt) P.O. Box 10,000 Lake Buena Vista, FL 32830 **Note: As a Disney entity, BVCC cannot provide pricing and/or perform as a subcontractor to other GC's; BVCC is included on the list for the project Team's internal reference only.	Russ Valentine (407) 939-4781

Definitions:

1) Themed Textured:
   All onstage concrete work in guest view, which includes but is not limited to standard grey concrete, colored concrete, texture, curbs, rocksalt, stipple, broom, float, poly ripple and sponge. Also included in this category are exposed aggregate flat work finishes to include – broadcast and integral with exposure by sandblast, wash, or chemical.
2) Architectural Stamped:
   All onstage concrete work in guest view, which includes but is not limited to stamped geometric shapes with interlocking systems (cookie cutter/textured), stamped skins, and float in stencils.
3) Decorative Vertical:
   All on stage concrete work in guest view which includes exposed aggregates utilizing sandblast- same day washes- surface retarders, textured and shaped, and varying feature strips and/or detailing.
4) Natural Stone:
   All onstage stone/brick work in guest view, which includes but is not limited to dry stacked, wet set, joints, no joints, walls, planters and curbs.
5) Themed Polished Floors:
   All on stage new and existing floors in guest view, which includes staining, sealing, and decorative cuts.

9.02 Character Façade Plaster:

Types of Plaster Work	Nominated Subcontractor	Contact
1,2,3	KHS&S Contractors (Monty Kent) 5422 Bay Center Drive, Suite 200 Tampa, FL 33609	Tom Pickford (813) 628-9330
1	Brightview (Felipe) 320 N. Mission Rd. Orlando, FL 32811	Jake Statham (407) 296-7100 (407) 587-6909 (cell)
1,2,3	Starcevich (SSI) (Keith Johnson/Rodney Childs) 4902 South Orange Avenue Orlando, FL 32806	Dan Wallace (407) 855-0022
1,2,3	MLC Theming Inc (Mike C./Charlie G) 1255 La Quinta Drive Orlando, FL 32809	John Lynch (407) 812-6616
1,2,3,4	Cost of Wisconsin (Gene Cason/John Desantes/Brodsley Whyte) 6457 Hazeltine National Drive, Suite 155 Orlando, FL 32822	Jeff Sheiber (407) 816-2110
1,2	Wills Stucco (Charles Goodman) 2078A Apopka Blvd Apopka, FL 32703	Paul Wills (407) 889-4488 (407) 222-8798 (cell)
1,2	Stowell Co (David Jackson/Marcos Reyes) P.O. Box 783681 Winter Garden, FL 34787	William Shoemaker (407) 656-4527

3	Nassal (Hoi Nguyen/Gary Faught/Bud Orrell) 415 W. Kaley Street Orlando, FL 32806	Melissa Ruminot (407) 648-0400 (407) 491-5172 cell
2, 3, 4	Metro Finishes Art Design (Kevin Gerlach) 1644 Crestwood Dr. Orlando, FL 32804	Charles Marklin (321) 276-7236 cell
1,2,3,4	BVCC** (Robert Goodson, Hershal Scott) PO Box 10,000 Lake Buena Vista, FL 32830 **Note: As a Disney entity, BVCC cannot provide pricing and/or perform as a subcontractor to other GC's; BVCC is included on the list for the project Team's internal reference only.	Russ Valentine (407) 939-4781
	WDI** PO Box 10,321 Lake Buena Vista, FL 32830-0321 **Note: Specialty (one of a kind) projects only; as a Disney entity, WDI cannot provide pricing and/or perform as a subcontractor to other GC's; WDI is included on the list for the project Team's internal reference only.	Eric Kovach (407) 938-3157

Definitions:

1) Mechanical Finishes: Limited to flat walls with low detail spray or trowel texture.
2) Architectural Facades: Precise layout and application of various plaster styles that contain carved architectural features or details.
3) Carved Brick, Stone and Plaster: Accurate layout and carving of various styles of brick, stone and plaster surfaces that range from primitive to modern.
4) Specialty Finishes: High detail textures and carved elements that can include temple ruins, wood planks, three dimensional graphics, animals and figurative relief panels.

9.03 Themed Paint:

Type of Paint Work	Nominated Subcontractor	Contact
1, 2, 3, 4, 5, 7, 8,12,6	MLC Theming Inc (Dave Smith) 1255 La Quinta Drive Orlando, FL 32809	John Lynch (407) 812-6616
3, 4, 5, 10, 11	Nassal (Pam Price, Brian Tolen) 415 W. Kaley Street Orlando, FL 32806	Melissa Ruminot (407) 648-0400 (407) 491-5172 cell
3, 5, 9	Icarus (Rhonda Knox, Drayton Knox) 1333 Long Street Orlando, FL 32805	Trevor Maclaine (407) 246-0012

1, 2, 3, 4, 5, 7, 8, 9 10 w/Character Supervision	Cinnabar (Greg Smith) 4551 LB McLeod Road Orlando, FL 32811	Dave Park (407) 649-7633
9	Wood Craft (Mike Robert) 1611 Broad Street Kissimmee, FL 34746	Mike Robert (407) 933-1557
1,2, 3 - smaller scopes only 4,5, 9,12 - no limitations on scope	Paintability M.P. Brown Inc. (Mike Brown) 7043 Burnway Drive Orlando, FL 32819	Mike Brown (407) 509-4276
1, 2 - smaller scopes only 3,4, 9 - no limitations on scope	CEC (Jeanette Shuerr) P.O. 22621 Lake Buena Vista, FL 32830	John Dinsmore (407)938-0177
1,2,3,9,6	Dan Thomas Painting, Inc (D. Thomas) 1025 Lester Ridge Court Kissimmee, FL 34747	Dan Thomas (407) 948-3598
1, 2,6	KHS&S Contractors (Brian Campbell) 5422 Bay Center Drive, Suite 200 Tampa, FL 33609	Tom Pickford (813) 628-9330
2 - smaller scopes only 3, 5, 9	Cardinali Painting (Alcides Obando) 242 Post Road Polk City, FL 33868-9346	Joe Cardinali (863) 984-7236
3	Spensieri Painting (Jason Bianchi) 412 N. 12th Street Haines City, FL 33844	Bernie McElheny (863) 422-3961
1,6	Cost of Wisconsin (Les St. Leon) 6457 Hazeltine National Drive, Suite 155 Orlando, FL 32822	Jeff Sheiber (407) 816-2110
1, 2,4,7,12,6	Metro Finishes (Chuck Marklin) 1644 Crestwood Dr. Orlando, FL 32804	Chuck Marklin (321) 276-7236
1,2,3 - smaller scopes only	American Eagle (Jimmy Perreira) 6439 Milner Blvd, Suite 2 Orlando, FL 32809	Keith Lavin (407) 240-9376
1,2,4,6,7,8,9,12	Adirondack Studios (Jesse Shur) 439 County Route 45 Argyle, New York 12809	Louis Allen or Michael Blau (518) 638-8000
4, 5, 7, 10	KirPaint Inc. (Kirsten Ruh) 3316 NE 14th Court Ft Lauderdale, FL 33304	Kirsten Ruh (310) 736-5818

4, 5, 9	ThemeWorks, Inc (Jeff Guice) 1210 South Main Street High Springs, FL 32643	Scott Gill (386) 454-7500
2 - smaller scopes only, 4, 9,3,5,12 - no limitations on scope	Phoenix Rising (Stefan Price) 1061 Tildenville School Road Winter Garden, FL 34787	David Rogers (407) 905-0536
11	3dFX (Mark Lamm) 279 N. Texas Ave. Orlando, FL 32805	Mark Lamm (407) 237-6249
1 – Smaller scopes only, 3,4,9	Intex Coatings (Jeanette Shur) 3433 Lithia Pinecrest Rd Valrico, FL 33594	Ed Elizando (813) 643-6264 (813) 480-7342 (cell)
3, 4, 5, 9, 12	Wall Wizards (Pete Thompson) 105 North Hampton Court Sanford, FL 32773	Pete Thompson 1 407 474-5680
2 – Smaller scopes only, 3	*Orange County Painting (Leroy Cadet) 625 Boy Scout Blvd Apopka, FL 32712	Tino Delgado (407) 464-7032
2 – Smaller scopes only, 3	*Lansirlart Studios (Leroy Cadet) 507 Lakescape Court Orlando, FL 32828	Leroy Cadet (407) 259-8329

*Certified MWVBE subcontractor

1 and 2 – Smaller scopes only, 3, 4, 5, 9, 12	Environmental Painting Alternatives (Jose Rivas) 1130 South Rio Grande Orlando, FL 32805	John L. Welsh (407) 849-4141
4, 5, 7, 12	MAD Creative Fab (Carina Fernandez) 4170 Mercy Industrial Ct Orlando, FL 32808	Maggie Davis (407) 493-2002
4, 5, 7, 12	Artisan Inc. (Sarah Pelfrey) 403 Westchester Dr. Altamonte Springs, FL 32701	Sarah Pelfrey (407) 925-3413
4, 5, 9	White Sword Theming LLC (Christy McCutchen) 1755 Business Center Lane Kissimmee, FL 34758	Nick Parsons (954) 599-4720
1, 2, 3, 4, 5, 9, 12	Scenario Cockram (Tommy Allen) 7600 Kingspointe Pkwy, Unit 101 Orlando, FL 32819	Kevin Butz (818) 650-0999 (818) 294-5209 Kevin's cell
All categories	Brilliant Creative Fabrication LLC (Michelle Willett) 613 Triumph Court, Suite 1	Leo English (407) 578-4720

	Orlando, FL 32805	
1 and 2 – Smaller scopes only, 4, 5, 6, 9, 12	Beyond Scenic (Luizim Ferizolli) 35908 Thrill Hill Rd. Eustis, FL 32736	Luizim Ferizolli (407) 748-6280
4, 5, 6, 7, 8, 9, 12	JK2 Holmes Constructors (Pete Stevens) 530 Holts Lake Court, Suite 304 Apopka, FL 32703	Julie Holmes (407) 880-8400
1, 2, 3, 4,6	BVCC**(Chris Bateman)	Russ Valentine (407) 939-4781
3, 4, 5,6	Central Shops** (Kathy Brady)	Phil Hearn (407) 824-6052
1, 2, 3, 4, 5, 6, 7, 8, 9 10 w/Character Supervision	Scenic Shops** (Steve Sills)	Steve Sills (407) 824-1573

**Note: As Disney entities, BVCC, Central Shops and Scenic Shops cannot provide pricing and/or perform as a subcontractors to other GC's; they are included on the list for the project Team's internal reference only.

Themed Paint Categories:

1) Rockwork
2) Themed Exterior Facades (excludes one color Resort exterior façade)
3) Icons (excluding Disney Characters)
4) Props
5) Themed Signs
6) Hardscape Staining
7) Murals
8) Black Light
9) Carts
10) Disney Characters Icons (large scale) – w/Character Supervision by Joni Van Buren
11) Disney Characters Lifesize (small scale)
12) Interiors – specialty finishes, stenciling, faux graining, venetian plaster, trompe l'oeil, gold leaf

9.04 Rockwork:

Type of Rockwork	Nominated Subcontractor	Contact
1,2,3	Cemrock (TBD) 4790 South Julian Avenue Tucson, AZ 85714	Krista Luckow (520) 571-1999 ext. 30
1, 2	MLC Theming Inc (Charlie Goodman/Mike Coleman) 1255 La Quinta Drive Orlando, FL 32809	John Lynch (407) 812-6616

1,2,3	Cost of Wisconsin (John Desantes/Brodsley Whyte) 6457 Hazeltine National Drive, Suite 155 Orlando, FL 32822	Jeff Sheiber (407) 816-2110
1,2	KHS&S Contractors (Bryan C/ Monty Kent) 5422 Bay Center Drive, Suite 200 Tampa, FL 33609	Tom Pickford (813) 628-9330
1,2	Nassal (Hoi Nguyen/Gary Faught/Bud Orrell) 415 W. Kaley Street Orlando, FL 32806	Melissa Ruminot (407) 648-0400 (407) 491-5172 cell
1, 2	Scenario Cockram (Rene Hutt) 7600 Kingspointe Pkwy, Unit 101 Orlando, FL 32819	Kevin Butz (818) 650-0999 (818) 294-5209 Kevin's cell
1	Brightview (Felipe Rodriguez, Antonio Barragan) 320 N. Mission Rd. Orlando, FL 32811	Keith O'Neil (407) 296-7100 (321) 323-4500 (cell)
1, 2	Metro Finishes Art Design (Kevin Gerlach) 1644 Crestwood Dr. Orlando, FL 32804	Charles Marklin (321) 276-7236 cell
1,2	BVCC** (Robert Goodson/Hershal Scott) PO Box 10,000 Lake Buena Vista, FL 32830-1000	Russ Valentine (407) 939-4781

**Note: As a Disney entity, BVCC cannot provide pricing and/or perform as a subcontractor to other GC's; BVCC is included on the list for the project Team's internal reference only.

1,2,3	WDI** PO Box 10,321 Lake Buena Vista, FL 32830-0321	Eric Kovach (407) 938-3157

**Note: Specialty (one of a kind) projects only; as a Disney entity, WDI cannot provide pricing and/or perform as a subcontractor to other GC's; WDI is included on the list for the project Team's internal reference only.

Definitions:

1) Low Detail: Includes mud / earthbanks, stream edges, "ground roll" / talus piles and simple hardrock forms with a minimum amount of hand tooling.
2) High Detail: Includes specific geological features such as "hard" and "soft" rock, geysers, snowand ice and complex earth banks. Complex dimensional armatures are typically required in conjunction with a high level of hand tooling.
3) Speciality Finishes: This category uses the materials and methods of rockwork to render sculptural items such as trees, props, archeological digs, figurative sculpture and dimensional signage. Artisans should be highly skilled in composition and finishing techniques.

9.05 Character Sculptures - Supervision: Includes the supervision of fabrication and installation of all new Disney characters, as well as rehab/refurbishment of existing Disney characters.

Definition: All onstage sculptures depicting Disney characters from animated features and film shorts; fabrication includes the sculpture, interior support structure, paint and finish.

Nominated Subcontractor	Contact
WDI** 1365 Avenue of the Stars Lake Buena Vista, FL 32830	Joni Van Buren/Marc Delle/ Jason Abruzzesse (407) 827-5425 Joni (407) 227-8099 Marc (407) 939-1323 Jason

**Note: As a Disney entity, WDI cannot provide pricing and/or perform as a subcontractor to other GC's; WDI is included on the list for the project Team's internal reference only.

9.06 Character Sculptures - Fabrication & Installation: Includes the fabrication and installation of all new Disney characters, as well as rehab/refurbishment of existing Disney characters.

Definition: All onstage sculptures depicting Disney characters from animated features and film shorts; fabrication includes the reproduction of sculpture, interior support structure, paint and finish.

Nominated Subcontractor	Contact
Nassal (Jason Vitril) 415 W. Kaley Street Orlando, FL 32806	Melissa Ruminot (407) 648-0400 (407) 491-5172 cell
Scenario Cockram (Daniel Lucas) 7600 Kingspointe Pkwy, Unit 101 Orlando, FL 32819	Kevin Butz (818) 650-0999 (818) 294-5209 Kevin's cell
Scenic Shops** (Steve Sills)	Steve Sills (407) 824-1573

**Note: As a Disney entity, WDI cannot provide pricing and/or perform as a subcontractor to other GC's; WDI is included on the list for the project Team's internal reference only.

10.0 ATTACHMENTS:

10.01 Attachment "A": Disney's International Labor Standards Program (11 pages)

***** END OF SPECIAL CONTRACT CONDITIONS *****

GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

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ARTICLE 1
DEFINITIONS

1.1. THE CONTRACT. The Lump Sum Contract for Construction (referred to herein as the "Contract") is the sum of all Contract Documents. It represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification, as defined below.

1.1.1. The Contract Documents consist of those documents specified in Paragraph 1.2. of the Agreement or otherwise referred to in these General Conditions of the Contract for Construction. The Contract Documents do not include bidding documents, such as the Advertisement or Invitation to Bid, the Instructions to Bidders, sample forms, the Contractor's Bid or portions of Addenda as and to the extent that they may relate to any of the bidding documents or bidding procedure.

1.1.2. An Addendum is a written or graphic instrument issued by the Owner prior to the execution of the Agreement which sets forth additions, deletions or other revisions to the Contract Documents or clarifications thereof.

1.1.3. A Modification may be accomplished by: (a) a Change Order; (b) a Directive; or (c) any other written amendment to the Contract signed by both parties. A Modification may be made only after execution of the Agreement. No Directive shall be construed as a Change Order or other Modification unless it expressly so states.

1.1.4. A Change Order is a written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. A Change Order may be accompanied by and/or may identify additional or revised Drawings, sketches or other written instructions which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Subparagraph 1.1.5. of these General Conditions, a Change in the Work, or a change in the Contract Time or the Contract Sum shall become the subject of a Change Order.

1.1.5. A Directive is a written document issued by the Owner and consisting of additions, deletions, clarifications or other written instructions issued by the Owner with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of the Owner. A Directive may include, but shall not be limited to, a bulletin, an engineering change, or other orders or instructions. Directives may become the subject of a Change Order, either singularly or collectively. Directives shall become the subject of a Change Order if they involve a Change in the Work, or a change in the Contract Time or the Contract Sum.

1.2. THE OWNER. The Owner is the person or organization identified as such in the Agreement. The term "Owner," whenever it appears in the Contract Documents, means the Owner and/or the Owner's Representative acting on behalf or for the benefit of the Owner (except as otherwise specified in the Contract Documents or as the context otherwise requires); provided, however, that with respect to any provisions of the Contract which require the Contractor to provide insurance for the protection of the Owner or to release the Owner from, or waive, any claims the Contractor may have against it, the term "Owner" shall mean the Owner and the Owner's Representative, and the parent, related, affiliated and subsidiary companies of the Owner (if any) and the officers, directors, agents, employees and assigns of each, and shall, to the extent applicable, include the parent, related, affiliated and subsidiary companies of the Owner's Representative and the officers, directors, agents, employees and assigns of each.

1.3. THE OWNER'S REPRESENTATIVE. The Owner's Representative is the person or organization designated from time to time by the Owner to act as its representative as identified in Article 3 of the Agreement or the most current Modification thereto.

1.4. THE CONTRACTOR. The Contractor is the person or organization identified as such in the Agreement. The Contractor shall so designate a sufficient number of Project representatives that there shall be at least one authorized representative on the Job Site at all times in which the Work is being performed including, without limitation, a project manager (herein referred to as the "Project Manager") who shall at all times have authority to act (in all capacities necessary for the Work) for and bind the Contractor.

1.5. SUBCONTRACTOR; SUB-SUBCONTRACTOR.

1.5.1. A Subcontractor is a person or organization having a direct contract with the Contractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

1.5.2. A Sub-subcontractor is a person or organization having a direct or indirect contract (on any tier) with a Subcontractor to perform any of the Work at the Job Site or to supply any materials or equipment to be incorporated in, or utilized in connection with, the Work.

1.6. THE JOB SITE. The Job Site shall mean the area in which the Work is to be performed and such other areas as may be designated by the Owner for the storage of the Contractor's materials and equipment.

1.7. THE PROJECT. The Project is the total construction of which the Work may be the whole or a part.

1.8. WORK; CONTRACT TIME; CONTRACT SUM. The Work, the Contract Time and the Contract Sum are as defined in Articles 2, 5 and 6, respectively, of the Agreement.

1.9. PROVIDE. Except as the context otherwise requires, the term "provide" means to furnish, fabricate, complete, deliver, install and erect including all labor, materials, equipment, apparatus, appurtenances and expenses, necessary to complete in place, ready for operation or use under the terms of the Specifications.

1.10. PLANS. Wherever the words "Plan" or "Plans" are used in the Contract Documents, they shall be construed as having the same meaning as Drawing or Drawings (as referred to in the Agreement).

1.11. SPECIFICATIONS. The Specifications shall include those referred to in the Contract.

Article 2
THE CONTRACT DOCUMENTS

2.1. EXECUTION, INTENT AND INTERPRETATIONS.

2.1.1. The Contractor warrants and represents that, in executing the Agreement and undertaking the Work, it has not relied upon any oral inducement or representation by the Owner, the Owner's Representative or any of their officers or agents as to the nature of the Work, the Job Site, the Project conditions or otherwise.

2.1.2. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by the Owner, they shall be construed to require the Contractor to furnish a high quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2.1.3. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Agreement; the Special Conditions; the General Conditions; the Specifications; the Drawings. If the Contractor is required to perform any extra or corrective Work to comply with the preceding sentence, it shall not be entitled to an increase in the Contract Sum or Contract Time, and no claim shall result from such compliance unless such conflict could not have been discovered by a reasonably knowledgeable contractor. Subject to confirmation or approval by the Owner, large scale Drawings take precedence over smaller scaled Drawings, figured dimensions on the Drawings take precedence over scaled dimensions, and noted items on the Drawings take precedence over graphic representations.

2.1.4. The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.

2.1.5. The Contractor shall submit a written request to the Owner for any interpretations necessary for the proper execution or progress of the Work. Such interpretations shall be issued in writing.

2.1.6. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of the Owner that such conditions actually exist. The Contractor shall inspect the Job Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any cost incurred by it as a result of any variances between the conditions as shown

on the Contract Documents and the actual conditions revealed during the progress of the Work or otherwise that Contractor should have reasonably discovered or reasonably anticipated from a careful examination of the Job Site. The Contract Sum shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

2.1.7. The Contractor shall develop and maintain current "as-built" Plans to be provided to the Owner in accordance with Subparagraph 9.4.2. of these General Conditions. The Owner may inspect and copy such Plans at any time during the course of the Work.

2.2. COPIES FURNISHED; OWNERSHIP. All Contract Documents and copies thereof furnished by the Owner or the Owner's Representative are and shall remain the Owner's property. They are not to be published or used by the Contractor on any other project and, with the exception of one complete set for the Contractor, are to be returned to the Owner upon completion of the Work.

2.3. NO ORAL WAIVER. The provisions of this Contract cannot be amended, modified, varied or waived in any respect except by a Modification signed by the Owner. The Contractor is hereby given notice that no person has authority to orally waive, or to release the Contractor from, any of the Contractor's duties or obligations under or arising out of this Contract. Any waiver, approval or consent granted to the Contractor shall be limited to those matters specifically and expressly stated thereby to be waived, approved or consented to and shall not relieve the Contractor of the obligation to obtain any future waiver, approval or consent. Despite any prior waiver, approval or consent as to any particular matter, the Owner may at any time require strict compliance with the Contract Documents as to any other matter.

Article 3
OWNER

3.1. EASEMENTS. The Owner shall obtain and pay for any easements required for permanent structures.

3.2. ACCESS. The Owner shall at all times have access to the Work at each and every stage of preparation and progress. The Contractor shall provide facilities (including, without limitation, roadways) for such access.

Article 4
THE OWNER'S REPRESENTATIVE

4.1. CONTRACTUAL RELATIONSHIPS. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner's Representative and the Contractor; provided, however, that the Owner's Representative shall be deemed to be a third party beneficiary of those obligations of the Contractor to the Owner as imposed by the Contract Documents (including, but not limited to, the Owner's rights pursuant to Paragraph 7.2. and Articles 10 and 11 of these General Conditions).

4.2. ROLE. Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the Owner shall be taken, given and made by, or delivered or given to, the Owner's Representative in the name of and on behalf of the Owner; provided, however, that the Owner (and not the Owner's Representative) shall be solely obligated to the Contractor for all sums required to be paid by the Owner to the Contractor hereunder. If the Owner's Representative is an organization, then it shall, in turn, act through such person or persons as it may designate in writing from time to time. Only those so designated are authorized to grant on behalf of the Owner any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for the Owner in any capacity whatsoever.

Article 5
CONTRACTOR

5.1. REVIEW OF CONTRACT DOCUMENTS. Contractor acknowledges that prior to execution of the Contract it has thoroughly reviewed and inspected the Contract Documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. The Owner shall not be responsible for any costs, nor liable to the Contractor for any damage, resulting from any such matter that the Contractor reasonably should have discovered. The Contractor shall perform no portion of the Work at any time without approved Contract Documents or, where required, shop drawings, product data, or samples, for such portions bearing the A/E's appropriate action stamp. Work performed in violation of this provision shall be

at the Contractor's risk. Nothing in this Paragraph 5.1 shall in any way limit the effects of Paragraph 5.5. of these General Conditions.

5.2. SUPERVISION AND CONSTRUCTION PROCEDURES.

5.2.1. The Contractor shall supervise and direct the Work, using a high degree of skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences, coordination, scheduling (subject to Article 8 of these General Conditions) and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work.

5.2.2. The Contractor shall employ a competent Project Manager and necessary assistants who shall be in attendance at the Job Site during the progress of the Work and who shall be satisfactory to the Owner. The Contractor shall remove any of its employees or agents (including, without limitation, the Project Manager) from the Project upon instruction from the Owner. The Project Manager shall not be changed except with the consent of the Owner unless the Project Manager ceases to be in the Contractor's employ.

5.2.3. The Contractor shall be responsible to the Owner for the acts and omissions of its employees. It shall also be responsible to the Owner for the acts and omissions of its Subcontractors and Sub-subcontractors, their agents and employees, and other persons performing any of the Work, in the same manner as if they were the acts and omissions of persons directly employed by the Contractor.

5.2.4. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner in its administration of the Contract, including, without limitation, by any inspections or tests required or performed under Paragraph 5.7. of these General Conditions, or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy or other question.

5.2.5. The Contractor shall establish, implement and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Schedule and any Milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of the Owner at the time of submission. No approval or other similar action regarding any such submission shall be binding in any way upon the Owner.

5.3. MATERIALS AND EQUIPMENT.

5.3.1. The Contractor shall, if so directed by the Owner, cause any or all materials and equipment to be manufactured in advance, and be warehoused either at the factory or elsewhere at the Contractor's cost. The Contractor shall cause all materials and equipment to be delivered to the Job Site in accordance with any schedule or schedules therefor established from time to time and approved by the Owner and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Job Site unreasonably. Materials delivered to the Job Site for incorporation in the Work shall not be removed from the Job Site without the consent of or unless directed by the Owner.

5.3.2. The Owner may, from time to time during the performance of the Work subject to Article 12 hereof, but without any other liability or obligation whatsoever other than the direct costs to the Contractor or any of its Subcontractors or Sub-subcontractors, direct the Contractor to relocate, or cause to be relocated, to any other location on or off the Job Site, as designated by the Owner, any materials, equipment, office or storage trailers, storage sheds or the like brought onto the Owner's property by the Contractor or any of its Subcontractors or Sub-subcontractors, with which directions the Contractor shall promptly comply. Should such relocation not be completed within the time therefor established by the Owner, the Owner may accomplish such relocation and offset the costs incurred by it in accomplishing the same against any amounts then or thereafter due to the Contractor.

5.3.3. The Contractor shall give, or shall require its Subcontractors and their Sub-subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to the Owner, regarding any materials and equipment, or such other data with respect thereto as may be requested by the Owner, and shall obtain for the Owner the written assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended.

5.4. WARRANTY. The Contractor warrants to the Owner that all materials and equipment furnished under this Contract shall be new unless otherwise specified, and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. This warranty is not limited by the provisions of Paragraphs 14.2. or 5.5. of these General Conditions. All warranties and guarantees from Subcontractors or Sub-subcontractors (including, without limitation, manufacturers) shall be assignable to the Owner regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Owner and deliver them pursuant to Subparagraph 9.4.2. of these General Conditions. The Contractor's obligations under this Paragraph shall survive the expiration or sooner termination of the Contract.

5.5. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES.

5.5.1. The Contractor hereby represents and warrants to the Owner that:

5.5.1.1. it is duly licensed to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed as required by the Contract; and

5.5.1.2. it is experienced and skilled in the construction and Work of the type described in, or required by, the Contract; and

5.5.1.3. it is adequately financed to meet any financial obligations it may be required to incur under the Contract; and

5.5.1.4. all equipment and materials used in connection with the Work shall be new (except if otherwise required by the Specifications), and the equipment, the materials and the Work shall be of high quality, free from faults and defects and shall strictly conform to the Contract Documents; and

5.5.1.5. it has by careful examination satisfied itself as to: (i) the nature, location and character of the Job Site including, without limitation, the surface and subsurface conditions of the land and all structures and obstructions thereon, both natural and manmade, surface water conditions of the Job Site and the surrounding area and, to the extent pertinent to the Work, all other conditions which could be reasonably discovered or reasonably anticipated; (ii) the nature, location and character of the general area in which the Job Site is located including, without limitation, its climatic conditions, the availability and cost of labor and the availability and cost of materials, tools and equipment; (iii) the quality and quantity of all materials, supplies, tools, equipment, labor and professional services necessary to complete the Work in the manner required by the Contract Documents; and (iv) all other matters or things which could in any manner affect the performance of the Work. Without limitation on the foregoing, the Contractor recognizes the physical and operational restrictions on the carrying on of the Work in or about the Project; and

5.5.1.6. the Contract Documents produced by Contractor covering the proposed Work to be done pursuant to this Contract are suitable and adapted for said Work; and guarantees the sufficiency and efficiency of the Contract Documents for their intended purpose; and

5.5.1.7. it shall not use in or in connection with the Work or this Contract any information technology (including hardware and software) that was acquired, appropriated or used without the authorization of the owner of the information technology or the owner's authorized licensee; and

5.5.1.8. it shall observe and comply with all rules, policies and instructions established or implemented by Owner from time to time at Owner's sole and exclusive discretion, including, but not limited to the Computer System Security and Remote Access Requirements set forth in the Contract; and

5.5.1.9. it shall: (i) comply with the United States Foreign Corrupt Practices Act of 1977 and any amendments thereto (and any local or foreign equivalent, including the laws of the United States) and if Contractor is a UK entity or any portion of the Work is to be performed in the UK then the UK Bribery Act 2010 shall apply; (ii) not pay or cause to be paid, accept or receive any unlawful contributions, payments, expenditures or gifts; or (iii) not violate or operate in noncompliance with any trade restrictions (i.e., customs, export and import controls, sanctions and embargoes) including United States trade restrictions, anti-boycott regulations, or other applicable domestic or foreign laws, rules and regulations, and treaties. Notwithstanding anything to the contrary contained herein, at Owner's option and sole discretion, Owner, or an independent third party selected by Owner, may audit Contractor in order to satisfy itself that no violation of provisions of this Paragraph 5.5.1.9. has occurred. Contractor shall cooperate

fully in any audit conducted by or on behalf of Owner. If Contractor is convicted of a violation of any of the aforesaid laws, Owner shall have the right to terminate this Contract immediately.

5.5.2. The Contractor accepts a relationship of trust and confidence established by this Contract between it and the Owner. It represents and warrants to the Owner that it shall: furnish a high degree of skill and judgment and cooperate with the Owner in furthering the interests of the Owner; furnish efficient business administration and superintendence and an adequate supply of workmen, equipment, tools and materials at all times; and perform the Work in the soundest way and in the most expeditious and economical manner consistent with the best interests of the Owner.

5.6 TAXES; FEES AND LICENSES; ROYALTIES AND PATENTS.

5.6.1. The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Job Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, the Owner may withhold the amount of any such taxes from any amounts owing to the Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Sum.

5.6.2. The Contractor shall secure and pay for all governmental fees, permits and licenses which the Owner is not specifically required to provide and pay for under the Contract Documents.

5.6.3. The Contractor shall pay all royalties and license fees incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others, all of which shall be deemed included in the Contract Sum. The Contractor shall not unlawfully use or install any patented or copyrighted article and the Contractor shall protect, defend and hold harmless the Owner from and against any such unlawful use or installation. The Contractor is responsible for and shall pay all damages, judgments, losses, expenses or costs, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions for infringement of, or otherwise related to, any patent rights or copyrights, including without limitation any and all damages, judgments, losses, expenses, costs, and attorneys' fees incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or backcharge all of said items or amounts against any sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner. In the event of any injunction or legal action arising out of any such infringement which has the effect of delaying the Work, the Owner may require the Contractor to substitute such other articles of like kind as will make it possible to proceed with and complete the Work, and all costs and expenses occasioned thereby shall be borne, paid or reimbursed by the Contractor. The Contractor's obligations pursuant to this Paragraph 5.6.3 shall not apply to any invention, design, process or device which the Contract Documents specifically required, provided that the Contractor did not know or could not have reasonably known that it would be unlawful to use or install such invention, design, process or device.

5.7. COMPLIANCE WITH LAWS. The Contractor shall, at its cost and expense, comply with each and every Federal, state and local law, ordinance, code, rule and regulation, as well as the lawful order or decree of any public or quasi-public authority, bearing on the performance of the Work specifically including, but not limited to, those specified in Subparagraph 10.1.2. of these General Conditions, and all applicable building codes. It shall be the responsibility of the Contractor to familiarize itself with all of the same, and any performance of the Work by or on behalf of the Contractor which is not in compliance therewith shall be at the Contractor's sole risk and expense. The Contractor shall notify the Owner prior to execution of the Agreement (and, without limiting the duty of such prior notice, continuously thereafter) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the same.

5.8. TESTS.

5.8.1. If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise the Owner in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that the Owner may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified.

5.8.2. The Owner may require any special inspection, testing or approval of the Work not included under Subparagraph 5.8.1. of these General Conditions, or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise the Owner in a timely manner (in writing, if practicable) as in Subparagraph 5.8.1. of these General Conditions. If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of the Owner, which, if incurred by the Owner, may be offset by the Owner against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, the Owner shall bear the costs of such inspection or testing.

5.8.3. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Owner.

5.9. GENERAL. The duties and responsibilities of the Contractor as set forth in this Article 5 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in these Contract Documents.

Article 6
SUBCONTRACTORS

6.1. GENERAL. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner or the Owner's Representative and any Subcontractor or Sub-subcontractor. However, it is acknowledged that the Owner and Owner's Representative are intended third party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.

6.2. AWARD OF SUBCONTRACTS.

6.2.1. The Contractor shall, prior to awarding any subcontract, notify the Owner in writing of the names of all Subcontractors proposed for the several parts of the Work and shall include with any such notice the completed insurance information form and any insurance certificates required by this Contract for any proposed Subcontractor. The Owner may also require such lists and information regarding any proposed Sub-subcontractors. The Contractor shall also advise the Owner in writing of any Subcontractor or Sub-subcontractor with which it shares any business relationship or financial interest, and of the nature and extent of any such relationship or interest. No Subcontractor or Sub-subcontractor shall be engaged if objected to by the Owner; provided, however, that if the Owner does not take exception to a Subcontractor or Sub-subcontractor in writing within fifteen (15) days of its receipt of such notification, such Subcontractor or Sub-subcontractor shall be deemed acceptable to the Owner. The Owner shall not be liable to the Contractor in any manner arising out of the Owner's objection to a proposed Subcontractor or Sub-subcontractor. The Contractor shall not terminate the employment of a Subcontractor or Sub-subcontractor engaged in the Work prior to the expiration of that subcontract without good cause shown and the Owner's prior approval after reasonable notice of the Contractor's intent to so terminate.

6.2.2. The Owner may, without any responsibility or liability whatsoever, require the Contractor to utilize any person or organization for any portion of the Work as a Subcontractor or a Sub-subcontractor (herein referred to as a "Nominated Subcontractor" or "Nominated Sub-subcontractor") provided the Owner gave notice of its intention to so nominate any such Subcontractor or Sub-subcontractor prior to execution of the Agreement. The Contractor shall assume full responsibility for any such Nominated Subcontractor or Nominated Sub-subcontractor.

6.2.3. In the event the Owner and Contractor agree that the Owner may participate in any Subcontractor or Sub-subcontractor procurement activities, provided the Owner has informed the Contractor and allowed the Contractor the opportunity to participate and concur with such activities, the Contractor shall assume full responsibility for the results of any such activities including, without limitation, full responsibility for the Subcontractors' or Sub-subcontractors' awarded portions of the Work as a result thereof.

6.2.4. The Owner may assign to the Contractor any contracts or purchase orders entered into between the Owner and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract

Sum shall be governed by Article 12 of these General Conditions.

6.3. SUBCONTRACTUAL RELATIONS.

6.3.1. All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of the Owner, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.

6.3.2. Each subcontract shall provide for its termination by the Contractor if, in the Owner's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall be removed immediately from the Work and shall not again be employed on the Work. The Contractor shall protect, defend and hold harmless the Owner from and against any such failure by a Subcontractor or Sub-subcontractor. The Contractor shall be responsible for and shall pay all damages, judgments, losses, costs and expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions in connection with or related to any such failure by a Subcontractor or Sub-subcontractor (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits or materials), and further including without limitation any and all damages, judgments, losses, expenses, costs, and attorneys' fees incurred by the Owner. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or backcharge all of said items or amounts against any sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

6.4. PAYMENTS TO SUBCONTRACTORS.

6.4.1. Unless the Owner otherwise agrees or the Contract Documents otherwise provide, the Contractor shall pay each Subcontractor, upon receipt of payments from the Owner, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's portion of the Work, less a percentage thereof equal to the percentage retained from payments to the Contractor. The Contractor shall also require each Subcontractor to make similar payments due to any Sub-subcontractor.

6.4.2. If the Owner fails to approve a Contractor's Application for Payment, as hereinafter provided, for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall nevertheless pay that Subcontractor for its portion of the Work to the extent completed, less the retained percentage, such payment to be made no later than the date payment to the Contractor would otherwise have been made by the Owner.

6.4.3. The Contractor shall pay each Subcontractor its proper share of any insurance monies received by the Contractor under Article 11 of these General Conditions, and it shall require each Subcontractor to make similar payments due to a Sub-subcontractor.

Article 7
SEPARATE CONTRACTS

7.1. OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS. The Owner reserves the right to award other contracts in connection with the Project or other work on the Job Site on any terms and conditions which the Owner may from time to time determine in its sole discretion (hereinafter referred to as "Separate Contracts"; and such other contractors are hereinafter referred to as "Separate Contractors").

7.2. MUTUAL RESPONSIBILITY OF CONTRACTORS.

7.2.1. The Contractor shall afford all Separate Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and equipment and for the execution of their work and shall properly cooperate, connect and coordinate the Work with such other work as shall be in the best interest of the Project as determined by the Owner.

7.2.2. If the execution or result of any part of the Work depends upon any work of the Owner or of any Separate Contractor, the Contractor shall, prior to proceeding with the Work, inspect and promptly report to the Owner in writing any apparent discrepancies or defects in such work of the Owner or of any Separate Contractor that render it unsuitable for the proper execution or result of any part of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the Owner's or Separate Contractor's work as fit and proper to receive the Work, except as to defects which may develop in the Owner's or Separate Contractor's work after completion of the Work and which the Contractor could not have discovered by its inspection prior to completion of the Work.

7.2.3. Should the Contractor cause damage to the work or property of the Owner or of any Separate Contractor on the Project, or to other work on the Job Site, or delay or interfere with the Owner's or any Separate Contractor's work, then the Contractor shall protect, defend and hold harmless the Owner from and against any such damage, delay or interference. The Contractor shall be responsible for and shall pay all damages, judgments, losses, costs and expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions in connection with or related to any such damage, delay or interference; and, in the case of a Separate Contractor, the Contractor shall attempt to settle a Separate Contractor's claim for damage, delay or interference with such Separate Contractor prior to such Separate Contractor's institution of litigation or other proceedings against the Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or backcharge all of said items or amounts against any sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

7.2.4. Should any Separate Contractor cause damage to the Work or to the property of the Contractor or cause delay or interference with the Contractor's performance of the Work, the Contractor shall present to such Separate Contractor any claims it may have as a result of such damage, delay or interference (with an information copy to the Owner) and shall attempt to settle its claim against such Separate Contractor prior to the institution of litigation or other proceedings against such Separate Contractor. If requested by Contractor, Owner agrees to assist Contractor, at no cost or liability to Owner, in presenting Contractor's claim to such Separate Contractor. If so requested by the parties to the dispute, the Owner may, but shall not be obligated to, arbitrate the dispute, in which event the decision of the Owner shall be final and binding on the parties to the dispute. In no event shall the Contractor seek to recover from the Owner or the Owner's Representative, and the Contractor hereby represents that it will not seek to recover from them, any costs, expenses or losses incurred by the Contractor as a result of any damage to the Work or property of the Contractor or any delay or interference caused or allegedly caused by any Separate Contractor.

7.2.5. If a dispute arises between the Contractor and any Separate Contractor as to the responsibility for cleaning as required by the Contract Documents, the Owner may clean and charge the cost thereof to the responsible contractor, or apportion it among the several responsible contractors, as the Owner shall determine to be just.

Article 8
TIME

8.1. DEFINITIONS.

8.1.1. Whenever the word "day" is used in the Contract Documents, it shall mean a calendar day unless otherwise specifically provided.

8.1.2. The Date of Commencement of the Work is the date established in a written notice to proceed. If there is no notice to proceed, it shall be the date of the Contract or such other date as may be established by the Owner in writing.

8.1.3. The Date of Substantial Completion of the Work (or "Substantial Completion") is the date, certified by the Owner, when all construction is sufficiently complete in accordance with the Contract Documents that the Owner may, if it so elects, occupy and use the Work or designated portion thereof for the purpose for which it was intended.

8.2. PROGRESS AND COMPLETION; SCHEDULING.

8.2.1. All times and dates stated in the Contract Documents including, without limitation, those for the Commencement, prosecution, Milestones, Substantial Completion and final completion of the Work and for the delivery and installation of materials and equipment, are of the essence of the Contract.

8.2.2. The Contractor shall begin the Work on the Date of Commencement and shall perform the Work diligently, expeditiously and with adequate resources so as to meet all Milestones and complete all the Work within the Contract Time. The scheduling of the Work shall be performed and monitored by the Contractor utilizing a method to be chosen by the Owner. The Contractor (and its Subcontractors, if the Owner requires) shall furnish all scheduling information requested by the Owner (in such form and detail as requested for the particular portion of the Work; herein referred to as the "Schedule" or "Schedules") within two (2) weeks of the Owner's request, shall revise the same from time to time thereafter when so requested by the Owner, and shall attend such meetings concerning scheduling as the Owner may call from time to time. The Contractor shall comply with any Schedule or Schedules established by it and approved by the Owner, or established by the Owner with respect to the Commencement, performance, Milestones or completion of the whole or various portions of the Work. With respect to any portion of the Work for which a Schedule has not been established, the Contractor shall commence such portion of the Work within three (3) days of the date on which the Owner directs such commencement and shall thereafter prosecute and complete the same with all due diligence or as otherwise directed by the Owner. Neither the scheduling information submitted by the Contractor or its Subcontractors, the acceptance or approval thereof by the Owner nor the establishment or implementation of, or failure to establish or implement, Schedules by the Owner shall relieve the Contractor of its obligation to perform and complete the Work in a timely manner or to otherwise perform in accordance with the Contract Documents.

8.2.3. Float or slack time associated with any one chain of activities is defined as the amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as set forth in an approved Schedule for the Work (assuming the critical path method is used), including any revisions or updates thereto. Float or slack time is not for the exclusive use or benefit of either the Owner or the Contractor.

8.3. DELAYS, EXTENSIONS OF TIME AND OVERTIME.

8.3.1. The time during which the Contractor is delayed in the performance of the Work by the acts or omissions of the Owner, the Owner's Representative, acts of God, unusually severe and abnormal climatic conditions or other conditions beyond the Contractor's control and which the Contractor could not reasonably have foreseen and provided against, shall be added to the Contract Time stated in the Contract; provided, however, that no claim by the Contractor for an extension of time for such delays shall be considered unless made in accordance with Paragraph 13.1. of these General Conditions.

8.3.2. The Owner and the Owner's Representative shall not be obligated or liable to the Contractor for, and the Contractor hereby expressly waives any claims against them, on account of, any damages, costs or expenses of any nature whatsoever which the Contractor, its Subcontractors or Sub-subcontractors may incur as a result of any delays, interferences, suspensions, rescheduling, changes in sequence, congestion, disruptions or the like, arising from or out of any act or omission of the Owner, except such claims as are made in accordance with the provisions of Article 13 of these General Conditions, with respect to any of the events referred to in Subparagraph 8.3.1. above, it being understood and agreed that the Contractor's sole and exclusive remedy in such event shall be an extension of the Contract Time, but only if claim is properly made in accordance with the provisions of Paragraph 13.1. of these General Conditions.

8.3.3. Whenever, in the opinion of the Owner, the Work falls behind Schedule due to the fault of the Contractor, the Contractor shall, to the extent necessary to meet said Schedule, increase its labor force and/or provide overtime, extra shifts, Saturday, and Sunday and/or holiday work, and shall have each Subcontractor do likewise, all at no additional cost to or compensation from the Owner. Further, the Owner shall have the right to offset against any amounts then or thereafter due to the Contractor, or to be reimbursed by the Contractor for, any additional costs the Owner may incur as a direct result of said increase in labor force or overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4. The Owner may, in its sole discretion and for any reason, direct the Contractor to accelerate the Schedule of performance by providing overtime, extra shifts, Saturday, Sunday and/or holiday work and/or by having all or any Subcontractors or Sub-subcontractors designated by the Owner provide overtime, extra shifts, Saturday, Sunday and/or holiday work.

8.3.4.1. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by the Contractor's own forces pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Contractor of the premium time (or shift differential for any extra shifts) for all labor utilized by the Contractor in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time costs of such labor, together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time (or shift differential for any extra shifts).

8.3.4.2. In the event of overtime, extra shifts, Saturday, Sunday or holiday work by a Subcontractor pursuant to this Subparagraph 8.3.4., the Owner's sole and exclusive obligation to the Contractor (except as hereinafter provided) on account thereof shall be to reimburse the Contractor for the direct cost to the Subcontractor for the premium time (or shift differential for any extra shifts) of all labor utilized in such overtime, extra shifts, Saturday, Sunday or holiday work (but not for the straight time cost of such labor), together with any Social Security and state or federal unemployment insurance taxes in connection with such premium time.

8.3.4.3. Anything in the foregoing to the contrary notwithstanding, should the Owner's direction to the Contractor to accelerate the Schedule of performance pursuant to this Subparagraph 8.3.4. require the Contractor's or a Subcontractor's forces to work in excess of fifty (50) hours per week for a period in excess of four (4) consecutive weeks, the Owner shall pay to the Contractor, for each consecutive week after the fourth consecutive week in which the same forces are required to work in excess of fifty (50) hours, an additional amount equivalent to ten percent (10%) of the gross wages of Job Site labor, less payroll costs as defined in Subparagraph 12.2.1. of these General Conditions, paid to such forces on account of such overtime, Saturday, Sunday or holiday work pursuant to this Subparagraph 8.3.4. Such acceleration shall be referred to as "Extended Acceleration", and the payment described herein shall be the sole and exclusive remedy for such Extended Acceleration including, without limitation, all inefficiencies, impacts, added supervision and overhead, ripple effect or any other costs or expenses of any kind. Anything in this Subparagraph 8.3.4.3. to the contrary notwithstanding, the Owner shall have no obligation to make payments on account of overtime, Saturday, Sunday or holiday work ordered pursuant hereto unless: (a) the Contractor shall submit to the Owner, for the Owner's review and approval, duly authenticated time tickets evidencing the hours of overtime, Saturday, Sunday or holiday work performed pursuant to this Subparagraph 8.3.4.3. by the end of the day on which performed and recapped in summary form; and (b) the Contractor shall include with its request for reimbursement a duplicate of each of the foregoing time tickets and such other substantiation of costs reimbursable hereunder as the Owner may require. If overtime, extra shifts, Saturday, Sunday or holiday work is performed in part pursuant to Subparagraph 8.3.3. of these General Conditions and in part pursuant to this Subparagraph 8.3.4.3., the provisions of this Subparagraph 8.3.4.3. calling for payments by the Owner on account thereof shall only apply to such work performed pursuant to this Subparagraph 8.3.4.3.

8.4. TEMPORARY SUSPENSION OF WORK. The Owner shall have the authority to suspend the Work, in whole or in part, for such periods and such reasons as it may deem necessary or desirable, in its sole discretion including, without limitation: (a) unsuitable weather; (b) other conditions considered unfavorable for the suitable prosecution of the Work; (c) special events; and/or (d) other conditions considered adverse to the best interests of the Owner. Any such suspension shall be in writing to the Contractor. The Contractor shall immediately obey such orders of the Owner and shall not resume the Work until so ordered in writing by the Owner. Any such temporary suspension of the Work may be the basis of a claim by the Contractor for an increase in the Contract Sum and/or an extension of the Contract Time not to exceed the length of time that the Work was suspended provided that the Contractor submits such claim in accordance with Article 13 hereof and provided that the suspension is not due to an act or omission of the Contractor, any Subcontractor or Sub-subcontractor.

Article 9
PAYMENTS AND COMPLETION

9.1. APPLICATION FOR PAYMENT; PASSAGE OF TITLE.

9.1.1. The "Payment Application Date" shall be that day of each calendar month designated in the Contract when the Contractor shall deliver the "Application for Payment," as hereinafter defined, to the Owner.

9.1.2. The "Application for Payment" shall be an invoice prepared by the Contractor and submitted to the Owner in accordance with the Contract Documents. It shall show in detail all monies properly payable to the Contractor in accordance with the previously approved Schedule of Values, including those items of labor, materials and equipment used or incorporated in the Work (and, if the Owner has agreed in advance in writing, suitably stored at the Job Site) through and including the Payment Application Date. The Application for Payment shall have, as attachments, waivers of mechanics' and materialmen's liens by the Contractor and

its Subcontractors and Sub-subcontractors as of the date of submission of the Application for Payment, which waivers shall conform in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto), and such other evidence of performance of the Work, the costs thereof and payment therefor as the Owner may deem necessary or desirable. All Applications for Payment, except the initial Application for Payment, shall be accompanied by partial lien waivers for the Contractor and all Subcontractors, covering the prior payment period. All lien waivers, partial and final shall include the actual sum paid for the prior payment period.

9.1.3. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment shall pass to the Owner, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Job Site; or (b) the tender of payment of the applicable Application for Payment by the Owner to the Contractor; and that no Work, materials or equipment covered by an Application for Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to the Owner as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents.

9.2. APPROVALS OF APPLICATIONS FOR PAYMENT.

9.2.1. If the Contractor has submitted an Application for Payment in the manner prescribed in the Contract Documents, the Owner shall, with reasonable promptness, approve the same (or such portions thereof covering amounts it determines to be properly due) or shall state in writing its reasons for withholding its approval (whether of all or a part).

9.2.2. The Owner's approval of an Application for Payment shall not constitute a representation by the Owner that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Payment by the Owner be deemed a representation by the Owner: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Job Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Sum.

9.2.3. No approval of an Application for Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by the Owner shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Payment by the Owner, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.

9.2.4. Subject to the Owner's rights to offset or withhold as set forth in these General Conditions, after the Owner has approved an Application for Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.

9.3. PAYMENTS WITHHELD; OWNER'S RIGHT TO MAKE DIRECT PAYMENTS FOR WORK.

9.3.1. The Owner may withhold its approval of an Application for Payment, in whole or in part, or nullify the whole or any part of an approval previously given, if it determines that the Application for Payment covers portions of the Work which have not, in fact, been completed, or that it includes amounts for claims allegedly made but not actually made (or subsequently withdrawn), and/or for which payment is not then due or if, and to the extent that, it deems it necessary or desirable to protect itself against loss or damage due to: (a) defective Work; (b) Contractor, Subcontractor, Sub-subcontractor or third party claims, disputes or liens or reasonable evidence indicating such claims, disputes or liens; (c) failure or alleged failure of the Contractor to make payments to Subcontractors (or of Subcontractors to make payments to Sub-subcontractors) as required by the Contract Documents, or failure to provide lien waivers for previous payments; (d) inability, or reasonable doubt as to the ability, of the Contractor to complete the Work within the Contract Time, for the unpaid balance of the Contract Sum or within the estimates prepared by the Contractor and submitted to and approved by the Owner; (e) damage to the Owner or a Separate Contractor; (f) unsatisfactory prosecution of the Work by the Contractor, its Subcontractors or Sub-subcontractors; (g) failure of the Contractor to maintain the Job Site in a clean and safe condition; (h) failure of the Contractor to meet any other monetary obligation imposed upon it pursuant to the Contract Documents; or (i) failure of the Contractor to comply with any other provision of the Contract Documents.

9.3.2. The Owner after giving the Contractor appropriate notice, may make payments on account of labor, materials and/or equipment for the Work directly to the Subcontractors, Sub-subcontractors or persons entitled to the same in lieu of paying the Contractor therefor or make joint payment to any such person and the Contractor. Any amounts so paid shall be credited against the Contract Sum. No such payment shall create any relationship between the recipient thereof and the Owner, nor any duty on the part of the Owner. The Contractor shall cooperate with the Owner to facilitate any such direct payments and shall provide such evidence as the Owner may request for purposes of determining any amount to be so paid. If the Owner elects to make such payments as a result of a failure on the part of the Contractor to perform in accordance with the Contract, or as a result of a request from the Contractor that the Owner make such payments, then the Owner may offset or credit the amount of its administrative costs incurred in making said such payments against the Contract Sum or render an invoice to the Contractor for such administrative costs, which invoice the Contractor shall pay promptly.

9.4. SUBSTANTIAL COMPLETION AND FINAL PAYMENT.

9.4.1. At such time as the Contractor deems the Work to be Substantially Complete, the Contractor shall so notify the Owner and prepare and submit to the Owner a list of items to be completed and/or corrected and its final bill, including itemized projected amounts for any portions of the Work not yet completed. The failure to include any items on such list shall not alter the responsibility of the Contractor to complete and/or correct the Work in accordance with the Contract Documents. When the Owner, on the basis of an inspection, confirms the notification from the Contractor that the Work is Substantially Completed or, without being notified by the Contractor, determines that the Work is Substantially Completed, it shall prepare and deliver to the Contractor a Certificate of Substantial Completion which may state the responsibilities of the Owner and the Contractor for maintenance, heat, utilities and insurance and it shall, within twenty (20) days from the date of the Certificate of Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, which sets forth those items determined by the Owner to require completion or correction, as applicable, and fix the time within which the Contractor shall complete or correct the items listed and complete all obligations required by the Contract Documents and submit to the Owner all documents and other matters required by the Contract Documents to be submitted by the Contractor upon completion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The Certificate of Substantial Completion shall constitute a demand for an Application for Payment (including all costs, claims or fees for any outstanding Change Orders, or any other matter which the Contractor has not previously waived pursuant to the General Conditions, and itemized projections for any incomplete Work), and the Contractor shall be deemed conclusively to have waived the right to payment of any such item, fee or cost of any kind not billed to the Owner within thirty (30) days of delivery to the Contractor of the Certificate of Substantial Completion. The issuance of the Certificate of Substantial Completion shall not constitute a waiver of any rights of the Owner, including without limitation the right to those retainages permitted by the Contract Documents. If the Contractor does not complete and/or correct the items listed in the Punch List within the time fixed therein, the Owner shall have the right to accomplish the same and offset all costs thereof against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, the Contractor shall pay the difference to the Owner. The Owner's decision as to the Date of Substantial Completion shall be final and binding.

9.4.2. Within a reasonable time following the Owner's receipt of written notification from the Contractor that the Work is ready for final inspection and acceptance and that the Contractor has completed all items set forth on the Punch List, including, delivery of the final Application for Payment, the Owner shall make such inspection and, when the Work is found to be acceptable under the Contract Documents and the Contract fully performed, shall certify completion of the Punch List, including approval of the final Application for Payment; provided, however, Owner shall not be required to certify completion of the Punch List and, therefore, neither final payment nor any retainage shall become due, until the Contractor submits to the Owner: (a) an affidavit, in a form approved by the Owner, that all payrolls, bills for materials and equipment and other indebtednesses connected with the Work for which the Owner or its property might in any way be responsible have been paid in full or otherwise satisfied; (b) consent of sureties, if any, to final payment; (c) all Contract Documents (except one set thereof to be retained by the Contractor), including, without limitation, a completed set of as-builts and record documents (as defined in and to the extent required by the Specifications); (d) such other data as the Owner may require establishing payment or satisfaction of all obligations of the Contractor in connection with the Work including, without limitation, receipt of final satisfaction and releases and waivers of lien and releases of any and all claims by the Contractor, Subcontractors and Sub-subcontractors, conforming in all material respects with the then current provisions of Part I, Chapter 713, Florida Statutes (or any successor thereto) and evidencing performance of the Work in accordance with the Contract Documents; (e) a release of the Owner and its insurers from and against any claims under the insurance required to be provided by the Owner hereunder (except to the extent of any claims theretofore timely filed which are owing but unpaid) and a release of the Owner from and against any claims between the Contractor and a Separate Contractor; (f) any governmental certificates required by the Contract Documents or otherwise to evidence compliance of the Contractor and the Work with applicable laws, ordinances, rules,

codes, regulations and the Contract Documents; and (g) warranties, guarantees, assignments thereof, and maintenance or other manuals, required by the Specifications in the forms approved by the Owner, in favor of the Owner and such other persons as the Owner may direct (notwithstanding the foregoing, by execution of the Agreement, the Contractor shall be deemed to have guaranteed to the Owner the matters contained in the attached form of guarantee incorporated by reference into the Contract); and (h) a fully and properly executed Close-out Change Order, with all of its fully and properly executed Exhibits, in the form set forth in the Contract.

9.4.3. The making of final payment shall not constitute a waiver of any claims or rights by the Owner.

9.4.4. The acceptance of final payment shall constitute a waiver of all claims by the Contractor and shall constitute a general release of the Owner and the Owner's Representative by the Contractor.

9.4.5. If any Subcontractor or Sub-subcontractor refuses to furnish any release, satisfaction or waiver of lien required at any time by the Owner under Paragraphs 9.1., 9.3. or 9.4. of these General Conditions, or files a claim of lien against the Owner's property, the Contractor shall, if requested by the Owner and at the Contractor's expense, furnish a bond (separate and apart from any other bond provided by the Contractor hereunder) satisfactory to the Owner to exempt the Owner and its property from and against any such lien. The Contractor authorizes the Owner, and shall cause its Subcontractors and Sub-subcontractors to authorize the Owner, to check directly with any suppliers of labor and material with respect to any item chargeable to the Owner's property, to confirm balances due and to obtain sworn statements and waivers of lien, all if the Owner so elects. If any lien remains unsatisfied after all payments are made to the Contractor, the Contractor shall reimburse the Owner on account of all monies that the latter may be compelled to pay in discharging such lien, including all costs and attorneys' fees.

9.5. BENEFICIAL USE AND OCCUPANCY; PARTIAL SUBSTANTIAL COMPLETION.

9.5.1. The Owner reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Project or equipment at any time prior to completion of the Work upon two (2) days written notice to the Contractor (referred to herein as "Beneficial Occupancy"). The Owner shall use its best efforts to prevent such occupancy from interfering with the performance of the remaining Work.

9.5.2. Beneficial Occupancy shall not constitute acceptance by the Owner or the Owner's Representative of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed to be the equivalent of completion of the Work, shall not relieve the Contractor from its obligation to complete the Punch List, and shall not entitle the Contractor to any increase in the Contract Sum.

9.5.3. Anything in this Paragraph 9.5. to the contrary notwithstanding, the Owner may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and shall prepare and deliver to the Contractor a Certificate of Partial Substantial Completion for such portion of the Work. The Owner shall, within twenty (20) days from the date of the Certificate of Partial Substantial Completion, prepare and deliver to the Contractor a Punch List, in the form provided by the Owner, and, upon the Contractor's timely completion or correction of the items on the Punch List and the Owner's approval thereof, accept that portion of the Work. Failure of the Owner to prepare and deliver to the Contractor a Punch List, shall not constitute a waiver of the Owner's rights or remedies under the Contract Documents nor release the Contractor of its obligations to complete the Work in accordance with the Contract Documents. The provisions of Paragraph 9.4. of these General Conditions, except as they relate to the Contractor's obligations to complete or correct the Work in accordance with the Contract Documents, shall not apply to such Partial Substantial Completion, but the provisions of Subparagraph 14.2.2. of these General Conditions shall apply to the portion of the Work which the Owner certifies to be Substantially Completed.

Article 10
PROTECTION OF PERSONS AND PROPERTY

10.1. RESPONSIBILITY FOR SAFETY AND HEALTH.

10.1.1. The Contractor shall be responsible for initiating, maintaining and supervising safety and anti-substance abuse precautions and programs in connection with the Work, and shall provide all protection to prevent injury to all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of the Owner who may visit or be affected thereby. These precautions shall include, but in no event be limited to: the posting of danger signs and personal notification to all affected persons of the existence of a hazard of whatever nature; the furnishing and maintaining of necessary traffic control barricades and flagman services; the use, or storage, removal and disposal of required explosives or other

hazardous materials only under the supervision of qualified personnel and after first obtaining permission of all applicable governmental authorities; and the maintenance of adequate quantities of both hose and operable fire extinguishers at the Job Site. The Contractor shall set forth in writing its safety and anti-substance abuse precautions and programs in connection with the Work and, if requested by the Owner, submit the same to the Owner for review. The Owner may, but shall not be obligated to, make suggestions and recommendations to the Contractor with respect thereto.

10.1.2. All Work, whether performed by the Contractor, its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with, and conform to: (a) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act; and (b) all codes, rules, regulations and requirements of the Owner and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

10.1.3. The Contractor shall designate a responsible member of its organization at the Job Site as the Project Safety Officer, whose duties it shall be to enforce the Contractor's safety and anti-substance abuse programs, to assure compliance with Subparagraph 10.1.2. of these General Conditions and to prevent accidents. This person shall be the Contractor's Project Manager unless otherwise designated in writing by the Contractor and approved by the Owner. The Contractor shall further cause each of its Subcontractors and Sub-subcontractors to designate a responsible supervisory representative to assist the Contractor's Project Safety Officer representative in the performance of his or her duties as aforesaid.

10.1.4. Should the Contractor fail to provide a safe area for the performance of the Work or any portion thereof, the Owner shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature (including, without limitation, overtime pay) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.

10.1.5. The Contractor shall provide to each worker on the Job Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Job Site who fails or refuses to use the same. The Owner shall have the right, but not the obligation, to order the Contractor to send a worker home for the day or to discharge a worker for his or her failure to comply with safe practices or anti-substance abuse policies, with which order the Contractor shall promptly comply.

10.1.6. The Contractor shall indemnify the Owner, from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, its Subcontractors or Sub-subcontractors or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the provisions of this Paragraph 10.1. The Contractor shall not be relieved of its responsibilities under this Paragraph 10.1. should the Owner act or fail to act pursuant to its rights hereunder, nor shall the Owner thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed upon the Contractor by this Contract, or in any other manner whatsoever.

10.2. PROTECTION OF WORK AND PROPERTY; RESPONSIBILITY FOR LOSS.

10.2.1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the Owner and third parties from loss or damage from whatever cause arising out of the performance of the Work and shall comply with the requirements of the Owner and its insurance carriers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards. The Owner may, but shall not be required to, make periodic patrols of the Job Site as a part of its normal security program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities.

10.2.2. Until final acceptance of the Work by the Owner pursuant to Paragraph 9.4. of these General Conditions (unless and to the extent otherwise set forth in a Certificate of Substantial Completion), the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subparagraph 10.2.2., shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) from any cause whatsoever. The Contractor shall rebuild, repair, restore and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Owner-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work) before final acceptance of the Work. Such rebuilding, repair or restoration shall be at the Contractor's sole cost and expense unless the loss, injury or damage requiring such rebuilding, repair or

restoration: (a) is directly due to errors in the Contract Documents which were not discovered by the Contractor and which the Contractor could not have discovered through the exercise of due diligence; (b) is caused by the Owner (unless (i) the Contractor has waived its rights of subrogation against the Owner on account thereof as provided in the Contract Documents, or (ii) such loss or damage would be covered by any policy or policies of insurance which the Contractor is required to maintain hereunder, whether the Contractor actually maintains such insurance or not, or (iii) is otherwise covered by a policy or policies of insurance maintained by the Contractor, whether or not required hereunder); or (c) is caused by a hazard against which the Owner is required to insure or self insure under the provisions of Article 11 hereof; provided, however, that if the loss, injury or damage would not have occurred but for the negligent act or omission of the Contractor, any of its Subcontractors or Sub-subcontractors, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the rebuilding, repair or restoration shall be at the Contractor's cost and expense up to the amount of Two Hundred Fifty Thousand Dollars ($250,000.00).

10.3. SURFACE OR SUBSURFACE WATER. Surface or subsurface water or other fluid shall not be permitted to accumulate in excavations or under structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by the Owner in writing. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Job Site shall be submitted to the Owner for its prior written approval. All such work shall be done at the sole expense of the Contractor.

10.4. EMERGENCIES. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which the Owner may immediately take whatever action it deems necessary, including, but not limited to, suspending the Work as provided in Paragraph 8.4. of these General Conditions. The Owner may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the Owner in taking such action against any sums then or thereafter due to the Contractor. The Contractor shall indemnify the Owner against any and all costs or expenses incurred pursuant to this Paragraph 10.4. If the Contractor shall be entitled to any additional compensation or extension of time claimed on account of emergency work not due to the fault or neglect of the Contractor or its Subcontractors or Sub-subcontractors, it shall be handled as a claim as provided in Article 13 of these General Conditions.

10.5. CLEANUP. The Contractor shall at all times keep the Job Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Job Site and the Project. The Owner may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the Owner may make known to the Contractor. In the event the Contractor fails to keep the Job Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, the Owner may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the Owner in undertaking such action against any sums then or thereafter due to the Contractor. The Contractor shall notify the Owner in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project.

10.6. OWNER'S STANDARDS. The Owner reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by the Owner shall not relieve the Contractor of its duties and responsibilities under this Contract, and the Owner shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

Article 11
INSURANCE

11.1. INSURANCE PROVIDED BY OWNER.

11.1.1. The Owner shall procure, maintain during the life of this Contract and pay for fire and lightning insurance with extended coverage (and containing a waiver of subrogation in favor of the Contractor and its Subcontractors and Sub-subcontractors) including, but not limited to, all risk coverage, upon all materials and equipment permanently incorporated into buildings and structures forming a part of the Work and all materials and equipment on or about the Job Site intended for permanent incorporation into said buildings and structures, including both Contractor furnished and Owner furnished material and equipment; provided, however, that the Owner may elect, in its sole discretion, to self insure any portion of such risks, in which event the Owner's self

insurance shall be applied and shall be subject to the same terms and conditions as if the Owner had procured an insurance policy to cover such risks, except as provided in Subparagraph 10.2.2. of these General Conditions. Such coverage and/or self-insurance shall exclude machinery, tools and equipment for use by the Contractor, its Subcontractors and Sub-subcontractors in the performance of the Work.

11.1.2. If the Owner procures insurance to cover all or any portion of the risks contemplated in Subparagraph 11.1.1. above, then the Contractor, its Subcontractors and Sub-subcontractors hereby waive all rights which they, or any of them, may at any time, have against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each, for damages caused by fire or other perils to the extent covered by the insurance provided by the Owner (but not their entitlement to any proceeds thereof).

11.1.3. The Contractor and its Subcontractors and Sub-subcontractors shall comply with the recommendations of the Owner's fire insurance carrier so that such carrier will continue to provide the coverage to be maintained by the Owner pursuant to this Paragraph 11.1. at a reasonable premium.

11.2. NO OTHER INSURANCE FURNISHED BY OWNER. No other type of insurance than that set forth in Subparagraph 11.1.1. of these General Conditions shall be furnished by the Owner. The furnishing by the Owner of said insurance shall in no way relieve, nor be construed to relieve, the Contractor or its Subcontractors or Sub-subcontractors of any responsibility or obligation whatsoever imposed by this Contract.

11.3. CONTRACTOR'S INSURANCE; CERTIFICATES.

11.3.1. The Contractor shall procure, maintain during the life of this Contract (and for three (3) years thereafter in the case of completed operations coverage), and pay for, and shall require its Subcontractors and Sub-subcontractors to procure, maintain during the progress of their portion of the Work (and for three (3) years thereafter in the case of completed operations coverage), and pay for, the following types and minimum amounts of insurance protecting Contractor, additional insureds and Owner from claims for personal injury, bodily injury (including death) and property damage which may arise from or in connection with the performance of the Work or from or out of any act or omission of Contractor, its officers, directors, agents, Subcontractors, Sub-subcontractors or employees:

(a) Commercial general liability insurance (written on an occurrence form basis) to include contractual liability, products/completed operations liability, cross liability, blanket XCU (if applicable) and an endorsement for broad form property damage coverage with minimum limits of two million dollars ($2,000,000) each occurrence.

(b) Automobile liability insurance with minimum combined single limits of two million dollars ($2,000,000). Coverage shall include all owned, leased, non-owned and hired automobiles.

(c) Workers' compensation insurance in a form prescribed by the laws of Florida. Workers' compensation insurance shall (if applicable) include policy endorsements providing an extension of the policy to cover the liability of the insured under the "U.S. Longshoremen's and Harbor Workers' Compensation Act" and all states operations, and employer's liability insurance with minimum limits of one million dollars ($1,000,000).

(d) All aircraft (used in connection with the Work), its crew, flight path and altitude, including the landing of any aircraft on Owner's property and/or work site shall be subject to review and acceptance by Owner's designated aviation representative prior to commencement. Aircraft operator and/or aircraft owner shall be required at all times while performing services to maintain with insurers acceptable to Owner at aircraft operator's and/or aircraft owner's sole expense, aircraft liability insurance (limits to be established by Owner based upon flight requirements including altitude and location) including but not limited to, hull damage covering the aircraft hull, engines and all aircraft equipment, against "all risks" of loss or damage for the full replacement value of the aircraft, and liability insurance for bodily injury (including death), including passenger and property damage at limits acceptable to Owner.

(e) Physical damage insurance covering Contractor's, Subcontractor's, and Sub-subcontractor's owned or rented machinery, tools, equipment, office trailers and vehicles.

(f) Such other insurance as may be specified or directed by the Owner.

11.3.2. All insurance required under this Paragraph 11.3. shall be with companies and on forms acceptable to the Owner. Certificates of insurance (or copies of policies, if required by the Owner) shall be furnished to the Owner. Owner's failure to request, review or object to the terms of such certificates of insurance shall not be deemed a waiver of Contractor's obligations or the right of Owner to receive same. The minimum limits of the insurance required under this Paragraph 11.3 shall in no way limit or diminish Contractor's liability under the provisions of this Contract.

11.4. CANCELLATION; ADDITIONAL INSUREDS. Each contract of insurance required under Paragraph 11.3. of these General Conditions shall contain a provision or endorsement that the policy may not be canceled, terminated, changed or modified unless thirty (30) days' prior written notice thereof is furnished to the Owner (certificate holder). Each liability policy required thereunder shall name as additional insureds the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each (the additional insured requirement applies to all coverages except worker's compensation and employer's liability). The insurance required by Paragraph 11.3. of these General Conditions shall be primary and non-contributory with respect to any other insurance available to said additional insureds. All insurance required by this Contract shall be written by companies with a BEST Guide Rating of B+ VII or better and reasonabnly accepted by Owner.

11.5. WAIVERS. Any policy of insurance issued pursuant to Paragraph 11.3 above, covering the Contractor, its Subcontractors or Sub-subcontractors, shall include an endorsement providing that the underwriters waive their rights of subrogation against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each and the officers, directors, agents, employees and assigns of each. The Contractor hereby waives, and it shall require its Subcontractors and Sub-subcontractors to waive, any and all rights of recovery which they or any of them may now or subsequently have against the Owner, the Owner's Representative, their respective parent companies, the subsidiary, related and affiliated companies of each, and the officers, directors, agents, employees and assigns of each, in connection with the Work.

11.6. CLAIMS. The Contractor and its Subcontractors and Sub-subcontractors shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of the operations conducted under or in connection with the Work and shall cooperate with the insurance carrier or carriers of the Owner and of the Contractor, its Subcontractors and Sub-subcontractors in all litigated claims and demands which arise out of said operations and which the said insurance carrier or carriers are called upon to adjust or resist.

11.7 INDEMNIFICATION. The Contractor shall indemnify the Owner from and against any and all claims, suits, judgments, damages, losses and expenses (including attorneys' fees) of any nature whatsoever arising directly or indirectly out of or resulting, either in whole or in part, from any act or omission of the Contractor, any Subcontractor or Sub-subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, or any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to perform and complete the Work in strict compliance with the Contract Documents (unless such failure has been specifically waived by the Owner in writing upon final acceptance of the Work).

Article 12
CHANGES IN THE WORK

12.1. CHANGE ORDERS AND DIRECTIVES. The Owner may, without affecting the validity of the Contract Documents or any term or condition thereof, issue Change Orders, or Directives, or give other orders and instructions regarding the Work which may have the effect of ordering extra work or other changes in the Work by altering, adding to or deducting from the Work, modifying the method or manner of its performance or otherwise (herein sometimes referred to as "Changes in the Work"). The Contractor shall comply with all such orders and instructions issued by the Owner. In any such event, the Contract Sum shall, where applicable, be increased or decreased in the manner hereinafter set forth; provided, however, that if the Contractor should proceed with a Change in the Work upon an oral order, by whomsoever given, it shall constitute a waiver by the Contractor of any claim for an increase in the Contract Sum or extension of the Contract Time on account thereof. Upon receipt of any such Change Order, or Directive or other order or instructions, the Contractor shall promptly proceed with the Change in the Work, even though the amount of any resultant increase or decrease in the Contract Sum has not yet been determined. All Changes in the Work shall be performed in accordance with the Contract Documents.

12.2. CHANGES REQUIRING AN INCREASE IN CONTRACT SUM. If any Change in the Work will result in an increase in the Contract Sum, the Owner shall have the right to require the performance thereof on a lump sum basis, a unit price basis or a time and material basis, all as hereinafter more particularly described.

12.2.1. If the Owner elects to have any Change in the Work performed on a lump sum basis, its election shall be based on a lump sum proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a lump sum proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a lump sum basis). The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the Change in the Work (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors or Sub-subcontractors who will perform any portion of the Change in the Work and of any persons who will furnish materials or equipment for incorporation therein. The portion of the proposal relating to labor, whether by the Contractor's forces or those of its Subcontractors or Sub-subcontractors, may only include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including Social Security, federal or state unemployment insurance taxes and fringe benefits in connection with such labor required by union and/or trade agreements if applicable) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for any such entity actually performing the Change in the Work or a portion thereof. The portion of the proposal relating to materials may only include the reasonably anticipated direct costs to the Contractor, its Subcontractors or Sub-subcontractors (as applicable) of materials to be purchased for incorporation in the Change in the Work, plus transportation and applicable sales or use taxes, and up to fifteen percent (15%) of said direct material costs as overhead and profit for the entity actually supplying the materials. The proposal may further include the Contractor's or its Subcontractor's or Sub-subcontractor's reasonably anticipated direct rental costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to six percent (6%) thereof as overhead and profit for the entity actually incurring such costs. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Documents, the Owner may elect to use these unit prices in lieu of the similar items included in the lump sum proposal, in which event an appropriate deduction will be made in the lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices. The lump sum proposal may only include up to six percent (6%) of the amount which the Contractor will pay to any Subcontractor, and up to six percent (6%) of the amount which a Subcontractor will pay to any Sub-subcontractor, for the Change in the Work as overhead and profit to the Contractor or Subcontractor (only a maximum of two contractual tiers of such markup may be included).

12.2.2. If the Owner elects to have the Change in the Work performed on a unit price basis, its election shall be based on a unit price proposal which shall be submitted by the Contractor to the Owner within the time established by the Owner in the Owner's request therefor (but the Owner's request for a unit price proposal shall not be deemed an election by the Owner to have the Change in the Work performed on a unit price basis). The Contractor's proposal shall itemize the quantities of each item of the Change in the Work for which there is an applicable unit price contained in the Contract Documents. The quantities shall be itemized in relation to each specific Drawing. Unit prices shall be applied to net differences of quantities of the same item. Nothing herein contained shall preclude the Owner from requesting a lump sum proposal and a unit price proposal with respect to the same Change in the Work, in which event the Contractor shall submit both.

12.2.3. If the Owner elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual cost to the entity performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendents of any nature whatsoever, except foremen directly involved in the Change in the Work, or the cost, use or rental of small tools, defined as tools with a cost or value of less than $1,000, or equipment owned by the Contractor or any of its related or affiliated companies), plus fifteen percent (15%) of gross wages (excluding payroll costs) of Job Site labor and direct material costs and six percent (6%) of rental costs (other than small tools or equipment owned by the Contractor or any of its related or affiliated companies) as the total overhead and profit. Only the entity actually performing the Change in the Work or a portion thereof shall be entitled to a mark-up as aforesaid for overhead and profit, but the Contractor may include up to six percent (6%) of the amount it will pay to any Subcontractor, and a Subcontractor may include up to six percent (6%) of the amount it will pay to any Sub-subcontractor (only a maximum of two contractual tiers of such markup may be included), for the Change in the Work as overhead and profit to the Contractor or Subcontractor. The Contractor shall submit to the Owner daily time and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification, names and social security numbers of the labor employed, the materials used, the equipment rented (not tools) and such other evidence of costs as the Owner may require. The Owner may require authentication of all time and material tickets and invoices by persons designated by the Owner for such purpose. The failure of the Contractor to secure any required authentication shall, if the Owner elects to treat it as such, constitute a waiver by the Contractor of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the Owner shall not constitute an acknowledgment by the Owner that the items thereon were reasonably required for the Change in the Work.

12.2.4. The Owner shall have no obligation or liability on account of a Change in the Work except as specifically provided in this Paragraph 12.2. If the Contractor fails to render any proposal within ten (10) days after the date of the Owner's request pursuant to this Paragraph 12.2. or such longer period of time established by the Owner in its request, the Owner may issue a unilateral Change Order for any such Change in the Work giving the Owner's reasonable estimate of the cost of the Change, which shall become automatically binding upon the Contractor. Overhead and profit, as allowed under this Paragraph 12.2., shall be deemed to cover all costs and expenses of any nature whatsoever, including, without limitation, those for clean-up, protection, supervision, estimating, field operations, impacts, inefficiency, extended (Job Site and home office) overhead, unabsorbed (Job Site and home office) overhead, delays, acceleration (actual or constructive), ripple effect, small tools and security, which the Contractor or any of its Subcontractors or Sub-subcontractors may incur in the performance of or in connection with a Change in the Work and which are not otherwise specifically recoverable by them pursuant to this Paragraph 12.2.

12.2.5. The Work pursuant to this Contract shall be performed by the Contractor at no extra cost to the Owner despite any order from the Owner which designates or contemplates a portion of the Work as a Change in the Work.

12.3. CHANGES REQUIRING A DECREASE IN CONTRACT SUM. If any Change in the Work will result in a decrease in the Contract Sum, the Owner may request a quotation by the Contractor of the amount of such decrease for use in preparing a Change Order. The Contractor's quotation shall be forwarded to the Owner within ten (10) days after the date of the Owner's request or such longer period of time established by the Owner therein and, if acceptable to the Owner, shall be incorporated in the Change Order. If not acceptable, the parties shall make every reasonable effort to agree as to the amount of such decrease, which may be based on a lump sum properly itemized, on unit prices stated in the Contract Documents and/or on such other basis as the parties may mutually determine. If the parties are unable to so agree, the amount of such decrease shall be the total of the estimated reduction in actual cost of the Work, as determined by the Owner's Representative in its reasonable judgment. If the Contractor fails to render any proposal within the time required herein, the Owner may issue a unilateral deductive Change Order giving the Owner's reasonable estimate of the deductive Change, which shall become automatically binding upon the Contractor.

12.4. DISPUTES REGARDING CHANGES. If any dispute should arise between the parties with respect to an increase or decrease in the Contract Sum as a result of a Change in the Work, the Contractor shall not suspend performance of any such Change in the Work or the Work itself unless otherwise so ordered by the Owner in writing. The Owner may, however, notify the Contractor of its determination regarding any such Change and, in the case of an increase, may thereafter pay to the Contractor up to 90% of the Owner's reasonable estimate of the value of the Change in the Work as its sole obligation with respect to any such Change pending resolution of the dispute. The Contractor shall thereafter be subject to the terms of Paragraph 13.2. of these General Conditions regarding its claim for any difference.

12.5. AUDIT RIGHTS. The Contractor shall afford, and shall cause its Subcontractors and Sub-subcontractors to afford, access to the Owner at all reasonable times to any accounting books and records, correspondence, instructions, invoices, receipts, vouchers, memoranda and other records of any kind relating to the Work, all of which each of them shall maintain for a period of at least four (4) years from and after the Date of Substantial Completion. The Contractor and its Subcontractors and Sub-subcontractors shall make the same available for inspection, copying and audit, in accordance with generally accepted accounting standards, within three (3) days following notification to the Contractor of the Owner's intent to audit, failing which any claims for an increase in the Contract Sum and/or extension of the Contract Time, as applicable, shall be waived.

Article 13
CLAIMS

13.1. CLAIMS FOR EXTENSIONS OF CONTRACT TIME. No claim by the Contractor for an extension of the Contract Time or any Milestones shall be considered unless made in accordance with this Paragraph 13.1. The Contractor shall not be entitled to any extension of the Contract Time or any Milestones as a result of any cause unless it shall have given written notice to the Owner pursuant to Paragraph 16.3. of these General Conditions within fourteen (14) days following the commencement of each such condition or cause of the occurrence and probable duration thereof. The Contractor hereby waives any claims for any such extensions not timely made in accordance herewith. If the Contractor timely makes any such claim and the parties are unable to agree as to whether or not the Contractor is entitled to an extension of time or the length of such extension regarding such claim, the Owner's Representative shall ascertain the facts and the extent of the delay and determine and fix an extension of the time for completing the Work when the facts justify such extension.

13.2. CLAIMS FOR INCREASES IN CONTRACT SUM. Except as otherwise provided in Paragraph 12.2. of these General Conditions, no claim by the Contractor for an increase in the Contract Sum shall be considered unless made in accordance with this

Paragraph 13.2. The Contractor shall give the Owner written notice pursuant to Paragraph 16.3. of these General Conditions of any such claim not later than fourteen (14) days after the occurrence of the event giving rise to the claim (including, without limitation, any Owner determination pursuant to Paragraph 12.4. of these General Conditions), but (except in the event of emergencies pursuant to Paragraph 10.4. of these General Conditions) prior to the incurring of any expenses by the Contractor. Failure to give such notice shall constitute a waiver of the claim including, but not limited to, any and all damages, cost, impacts, inefficiency, extended overhead, unabsorbed overhead, ripple effect, or expenses of any nature whatsoever which the Contractor, or its Subcontractors or Sub-subcontractors, may suffer or incur. Claims shall be made in writing and shall identify the instructions or other circumstances that are the basis of the claim and shall set forth the Contractor's best estimate of the dollar amount claimed. No claim shall be considered by the Owner if the Contractor has otherwise waived its rights to file a claim pursuant to the Contract Documents.

Article 14
UNCOVERING AND CORRECTION OF WORK; OWNER'S RIGHT TO CARRY OUT WORK

14.1. UNCOVERING OF WORK.

14.1.1. If any portion of the Work should be covered contrary to the instructions or request of the Owner or the requirements of the Contract Documents, the Contractor shall, if required by the Owner, uncover such portion of the Work for the Owner's observation and shall replace such Work all at the Contractor's expense.

14.1.2. If any portion of the Work should be covered prior to a specific request for observation or instruction by the Owner, the Owner may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner and, should such uncovering and replacement cause a delay to the Work, the Contractor shall be entitled to an extension of the Contract Time to the extent of any such delay. If such Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall bear such costs; provided, however, that if it is found that the condition was caused by a Separate Contractor employed as provided in Article 7 of these General Conditions, the Contractor shall have the right to seek reimbursement of the costs it incurs as aforesaid from said Separate Contractor.

14.2. CORRECTION OF WORK.

14.2.1. The Owner shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by the Owner, whether observed before or after the Date of Substantial Completion and whether or not fabricated, installed or completed. In order that such corrective Work shall not interrupt or delay the Owner's schedule for completion of the Project or, if applicable, disturb the occupants of the completed Project, the Contractor shall perform such Work according to a schedule therefor established by the Owner (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

14.2.2. If, within one (1) year after the Date of Substantial Completion of the Work (as determined by the Owner) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from the Owner unless the Owner has previously given the Contractor a written acceptance of such condition.

14.2.3. The Contractor shall remove from the Job Site all Work which is defective or non-conforming and not corrected under Paragraph 5.4. or Subparagraphs 14.2.1. or 14.2.2. of these General Conditions unless removal is waived by the Owner.

14.2.4. The Contractor shall bear the cost of making good all work of Separate Contractors (and any of the Owner's other structures or facilities) destroyed or damaged by such removal or correction.

14.2.5. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from the Owner, the Owner may remove it and store the materials and equipment at the

expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to the Owner. The obligations of the Contractor under this Subparagraph 14.2.5. shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.

14.2.6. If the Contractor fails to correct any defective or non-conforming Work, the Owner may correct it in accordance with Paragraph 14.3. of these General Conditions. In the event of a defect found after final acceptance of the Work by the Owner which the Contractor is obligated to correct pursuant to Subparagraph 14.2.2. above, the Owner may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.

14.3. OWNER'S RIGHT TO CARRY OUT WORK. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from the Owner (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Owner) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then the Owner may, without prejudice to any other remedy the Owner may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by the Owner, no notification shall be required. The Owner shall have the right to take possession of such portion of the Job Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Job Site. If the Owner makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to the Owner.

14.4. ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK. If the Owner prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to the Owner), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to the Owner.

Article 15
TERMINATION OF CONTRACT

15.1. TERMINATION BY CONTRACTOR. If the Owner should, without notifying the Contractor of its cause for doing so, fail or refuse to approve an Application for Payment or make payment thereon for a period of thirty (30) days after the same is required to be approved or paid pursuant to the Contract Documents, then the Contractor shall have the right, as its sole and exclusive remedy and upon fourteen (14) days prior written notice to the Owner, to terminate this Contract and recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained, based upon the percentage of Work completed through the date of termination. If the Owner shall cure its said default within such fourteen (14) day period, then the Contractor's notice of termination shall thereby be rendered ineffective, and this Contract shall continue in full force and effect. Prior to termination as aforesaid, the Contractor shall not delay or suspend the Work in whole or in part. The Contractor may not terminate this Contract on the grounds that the cause given by the Owner for failing or refusing to pay is not in accordance with fact or law, it being understood and agreed that the Contractor's sole remedy in such event shall be to seek money damages. The Contractor acknowledges that it can be adequately compensated by such money damages for any breach of this Contract which may be committed by the Owner. Accordingly, and except as hereinabove provided, the Contractor expressly agrees that no default, act or omission of the Owner shall entitle the Contractor to cancel or rescind this Contract or suspend or abandon its performance of the Work.

15.2. TERMINATION BY OWNER FOR CAUSE.

15.2.1. If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the Owner, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provision of the Contract, then the Owner may, without prejudice to any other right or remedy available to the Owner and after giving the Contractor and its surety, if any, three (3) days written notice, terminate the Contract and the employment of the Contractor on the Project, take possession of the Job Site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and finish the Work by whatever method the Owner may deem expedient. In addition, without terminating this Contract as a whole, the Owner may, under any of the circumstances set forth above, terminate any portion of this Contract (by reducing, in such manner the Owner deems appropriate, the scope of the Work to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the Owner may deem expedient, taking possession of such part of the Job Site and utilizing such materials, equipment, tools, construction equipment and machinery owned by the Contractor as may be necessary to accomplish the same. The Contractor hereby grants to the Owner the further right: (a) to enter upon any premises or property other than the Job Site in order to take possession of any materials, tools, equipment, machinery or other items intended for incorporation in the Work (or any portion thereof) or for use in the performance thereof; and (b) to receive an assignment of such subcontracts as the Owner deems necessary or desirable at the time of termination of this Contract or a portion thereof.

15.2.2. If this Contract is terminated pursuant to Subparagraph 15.2.1. above, the Contractor shall not be entitled to receive any further payment until the Work is completed, and the Owner shall have the same right to retain monies owing to the Contractor as it would have to retain such monies from and against final payments. Upon the completion of the Work, the Owner shall make payment to the Contractor, or the Contractor shall reimburse the Owner, as the case may be, as provided in Article 9 of the Agreement. If a portion of this Contract is terminated pursuant to Subparagraph 15.2.1. above, such termination shall not be treated as a reduction in the scope of the Work pursuant to Article 12 of these General Conditions. Rather, in such event, the Owner shall offset against any monies then or thereafter due to the Contractor an amount determined by the Owner to be adequate to cover all costs and expenses it will incur in performing, or causing to be performed, the portion of this Contract so terminated. If the Owner's cost and expenses prove to be less than the amount offset, the Contractor shall be entitled to the difference unless otherwise provided herein. If the amount then or thereafter due to the Contractor is less than the amount to be offset and/or if the Owner's costs and expenses prove to exceed the amount offset, the Contractor shall pay the difference to the Owner upon demand.

15.2.3. The remedies provided to the Owner in this Paragraph 15.2. are in addition to, and not in lieu of, any other rights or remedies available to the Owner under the Contract Documents, at law or in equity. In the event of any breach of this Contract by the Contractor, and whether or not this Contract is terminated by the Owner, the Contractor shall be liable for all damages, losses, costs and expenses incurred by the Owner as a result thereof.

15.3. TERMINATION BY OWNER WITHOUT CAUSE. Without limitation to the provisions of Paragraph 15.2. above, the Owner shall have the right at any time, upon not less than five (5) days notice to the Contractor to terminate this Contract without cause and/or for the Owner's convenience. Upon receipt of such notice of termination, the Contractor shall forthwith discontinue the Work and remove its equipment and employees from the Job Site. In the event of termination under this Paragraph 15.3., the Contractor shall have the right, as its sole and exclusive remedy, to recover from the Owner payment for all unpaid Work executed up to the date of termination, including any proven loss of reasonable profits sustained based upon the percentage of Work completed through the date of termination and reasonable demobilization costs. In addition, without terminating this Contract as a whole, the Owner may, for its convenience, terminate a portion of this Contract (by reducing, in such manner as the Owner deems appropriate, the scope of the Work to be performed by the Contractor), in which event such termination of a portion of this Contract shall be treated as a reduction in the scope of the Work pursuant to Article 12 of these General Conditions.

Article 16
MISCELLANEOUS PROVISIONS

16.1. GOVERNING LAW. This Contract shall be governed by, and construed in accordance with, the laws of the State of Florida, to the exclusion of Florida rules of conflicts of laws.

16.2. ASSIGNABILITY; SUCCESSORS AND ASSIGNS.

16.2.1. This Contract may be assigned by Owner at any time without Contractor's consent; without limiting the generality of the foregoing, all warranties and guarantees in favor of Owner under the Contract Documents may be assigned without Contractor's consent by Owner to any party designated by Owner and such assignee may directly enforce any such warranty or

guarantee. The Contractor shall not assign this Contract in whole or in part without the written consent of the Owner, which consent the Owner may withhold in its sole discretion; nor shall this Contract be assignable by the Contractor by operation of law. The Contractor shall not assign any monies due or to become due to it hereunder without the prior written consent of the Owner.

16.2.2. The Owner and the Contractor each binds itself and, to the extent permitted herein, its successors and assigns, to the other party and, to the extent permitted herein, the other party's successors and assigns, in respect to all covenants, agreements and obligations contained in the Contract Documents.

16.3. NOTICE. All notices (whether or not designated as such herein) which are required under this Contract to be given between the parties pursuant to this Paragraph shall be in writing and deemed given and, unless otherwise provided herein, effective when: (i) delivered personally to an officer of the party to be notified (including the Contractor's Project Manager, in the case of the Contractor); (ii) deposited in the United States mail with postage thereon prepaid, but only if sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Contract; or (iii) deposited for overnight delivery with a nationally recognized and reputable air courier service (e.g. Federal Express, UPS) addressed to the appropriate party at the address set forth in the Contract. For the avoidance of doubt, an e-mail or facsimile sent to the other party shall not constitute notice hereunder. Rejection or other refusal by the addressee to accept the notice, or inability to deliver the notice because of a change in address of a party of which no notice was previously given, shall not serve to invalidate the giving of notice hereunder.

16.4. PERFORMANCE AND PAYMENT BONDS. Unless waived or otherwise agreed by the Owner, the Contractor shall furnish (and if directed by the Owner shall require all or certain of its Subcontractors to furnish) a bond covering the faithful performance of this Contract (or any such subcontract), as revised or modified from time to time, and a bond covering the payment of all obligations arising thereunder in full compliance with the then current provisions of Section 713.23, Florida Statutes (or any successor thereto; or, if applicable, Section 255.05, Florida Statutes, or any successor thereto), each in the full Contract Sum, as revised or Modified from time to time, and with such sureties as may be approved by the Owner. Each bond shall contain the following language: "The provisions and limitations of Section 255.05 or of Section 713.23, Florida Statutes, whichever is applicable to the Contract, are incorporated herein by reference, provided, however, that in the event of any conflict between the provisions of said Section 255.05 or Section 713.23 and those contained in this bond, the provisions of said Section 255.05 or Section 713.23 shall govern." If such bonds, or either of them, are stipulated in the bidding documents or in the Contract Documents, the premium therefor shall be paid by the Contractor (or appropriate Subcontractors); but if required or increased in amount pursuant hereto subsequent to award of the Contract or due to Changes in the Work, the premium therefor shall be reimbursed by the Owner. The Contractor shall deliver promptly, and in any event no later than ten (10) days after notice of award, to the Owner any required bonds or amendments thereto. The Contractor's failure to timely obtain and deliver the required bonds or amendments thereto shall constitute cause for the Owner to terminate this Contract (or for the Contractor to terminate any subcontract). The Owner shall not be obligated to respond to, and the Contractor shall assure that the Owner is not sent, any job status inquiries from the Contractor, any surety, or any of their accountants or independent auditors.

16.5. MAINTENANCE OF HARMONIOUS RELATIONS. The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of the Owner to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. The Owner reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

16.6. UNION AGREEMENTS. Regardless of the expiration of any collective bargaining agreement during the term of this Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with the Owner concerning any legal, practical or contractual actions to be taken by the Owner in response thereto and shall perform any actions requested by the Owner to eliminate, neutralize or mitigate the affects of such actions on the progress of the Work and the impact of such actions on the public access to the WALT DISNEY WORLD Resort Complex facilities. It is the Contractor's obligation, at the Contractor's own cost and expense, to take all steps available to prevent any persons performing the work from

engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

16.7. USE OF OWNER'S NAME/CONFIDENTIALITY. Neither the Contractor nor its Subcontractors or Sub-subcontractors, by virtue of this Contract, shall acquire any right to use, and they shall not use, the name of the Owner or the name "Disney" (either alone or in conjunction with or as a part of any other word, mark or name) or any marks, fanciful characters or designs of The Walt Disney Company or any of its related, affiliated or subsidiary companies: in any of their advertising, publicity or promotion; to express or imply any endorsement of their respective Work or services; or in any other manner whatsoever (whether or not similar to the foregoing uses hereinabove specifically prohibited). The Contractor may, during the course of its engagement hereunder, have access to, and acquire knowledge of or from, material, data, strategies, systems or other information relating to the Work, the Project or Owner, or its parent, affiliated, or related companies, which may not be accessible or known to the general public. Any such knowledge acquired by the Contractor shall be kept confidential and shall not be used, published or divulged by the Contractor to any other person, firm or corporation, or in any advertising or promotion regarding the Contractor or its Work or services, or in any other manner or connection whatsoever without first having obtained the written permission of the Owner, which permission the Owner may withhold in its sole discretion. The Contractor shall not be allowed to undertake or allow any photography on or about the Job Site or the Project absent written permission of the Owner, which permission the Owner may withhold in its sole discretion. The provisions of this Paragraph shall survive the expiration or sooner termination of the Contract.

16.8. GENERAL.

16.8.1. The captions of divisions, sections, articles, paragraphs, subparagraphs, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, paragraphs, subparagraphs, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

16.8.2. Unless otherwise specified, article, paragraph and subparagraph references appearing in these General Conditions are to articles, paragraphs and subparagraphs herein.

16.8.3. Wherever this Contract obligates the Contractor hereunder to reimburse the Owner or others for attorneys' fees, such obligation shall not only include attorneys' fees incurred prior to and including litigation in the trial court, but also all attorneys' fees incurred in connection with any and all appellate proceedings, no matter to which court any appeal is taken and by whomever so taken.

16.8.4. Wherever this Contract obligates the Contractor to "indemnify" the Owner, such obligations shall include, but shall not be limited by, the following: (i) the Contractor shall indemnify the Owner and Owner's Representative, the parent, related affiliated and subsidiary companies of each, and the officers, directors, agents, employees and assigns of each; (ii) the Contractor shall defend (if requested by the Owner) and hold each indemnitee harmless; (iii) in the event of any such requested defense, the Owner may choose its legal counsel, control the litigation including, without limitation, determining legal strategy, settlement strategy and whether or not to file any appeals; (iv) the Contractor shall not raise as a defense to its obligation to indemnify any comparative or contributing negligence of any of those indemnified pursuant to any such provision, it being understood and agreed that no such comparative or contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified; (v) no indemnification obligation hereunder shall be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or any Subcontractor or any Sub-subcontractor under any Worker's Compensation Act, disability benefit acts or other employee benefit acts; and (vi) all such indemnity provisions shall survive the expiration or sooner termination of this Contract.

16.8.5. Unless otherwise specifically provided herein, the Owner may withhold any consents, approvals or waivers required of it pursuant to the Contract in its sole discretion.

16.9. IMMIGRATION REFORM CONTROL ACT. All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not the Owner's obligation to insure compliance with this law, however, the Owner reserves the right to inspect and copy the Contractor's records in this regard upon request.

16.10. LACEY ACT DECLARATION INFORMATION. Under the Lacey Act Amendments in the 2008 Farm Bill, imports of certain plants and plant products must be accompanied by an import declaration that contains, among other things, the scientific name of the plant, the quantity of the plant and the name of the country from where the plant was harvested. For paper and paperboard products containing recycled content, the declaration also must include the average percent of recycled content without regard for species or country of harvest.

16.10.1 Please include the following information on all Application for Payment submitted to Owner for any applicable items. If you have any questions please e-mail: CustomsCompliance@disney.com.

16.10.1.1. Article/Component of the Article: Enter a brief description of each article, or component of an article, that is manufactured from plants or plant parts. (Example: A decorative item including a wood frame and 100% recycled paperboard – identify the frame under the item line on the invoice and identify the percent recycled material in the paperboard as well).

16.10.1.2. Plant Scientific Name: For each article/component identify the scientific name. If the species of plant used to produce the product varies, and the species used to produce is unknown, enter each species that may have been used to produce the product. The following websites may be useful to look-up the scientific names of plants: http://plants.usda.gov, http://www.ars-grin.gov/cgi-bin/npgs/html/tax_search.pl, http://www.itis.gov, http://www.ipni.org.

16.10.1.3. Country of Harvest: Enter the country of origin (where the plant was harvested). If the country of harvest varies, and is unknown, enter all countries from which the plant material may have been harvested.

Article 17
EQUAL OPPORTUNITY

17.1. POLICIES OF EMPLOYMENT. The Contractor shall maintain policies of employment as follows:

17.1.1. Neither the Contractor nor any of its Subcontractors or Sub-subcontractors shall discriminate against any employee or applicant for employment on the basis of race, religion, color, sex or national origin. The Contractor shall insure that qualified applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these policies of non-discrimination.

17.1.2. The Contractor and its Subcontractors and Sub-subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

17.2. MINORITY, WOMEN, VETERAN AND SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION. The Contractor shall provide, and shall require its Subcontractors to provide, full and fair utilization of minority, women, veteran and service-disabled veteran business enterprises in the performance of the Work.

17.3. PROCEDURES AND GUIDELINES. The provisions of this Article are in addition to any and all other policies, procedures or guidelines established by the Owner with respect to equal employment opportunities and minority business participation which are set forth elsewhere in the Contract Documents. The Owner may, at any time during the term of the Contract, issue Directives in furtherance of this Article and the obligations of the Contractor and its Subcontractors and Sub-subcontractors hereunder, and the Contractor and its Subcontractors and Sub-subcontractors shall comply with all of the foregoing as they relate to any Work performed under this Contract. No policies, procedures or guidelines established by the Owner pursuant hereto shall give rise to a claim by the Contractor for an increase in the Contract Sum or an extension of the Contract Time, nor shall they relieve the Contractor of its primary responsibilities to provide equal employment opportunities and to insure that its Subcontractors and Sub-subcontractors do the same. The Contractor shall indemnify, defend and hold harmless the Owner from and against any failure of the Contractor or any of its Subcontractors or Sub-subcontractors to provide equal employment opportunities as required by these Contract Documents or by law. The Contractor shall be responsible for and shall pay all damages, judgments, losses, costs and expenses, including, without limitation, attorneys' fees, arising out of any claims, lawsuits or actions in connection with or related to any such failure. If the Contractor fails to reimburse the Owner for, or to otherwise pay, any such damages, judgments, losses, expenses, costs or attorneys' fees, the Owner shall have the right to offset or backcharge all of said items or amounts against any sums then or thereafter due to the Contractor under the Contract. If the sums due under the Contract have already been paid or if the sums then or thereafter

due to the Contractor are not sufficient to cover the items or amounts required hereunder, the Contractor shall reimburse the Owner or otherwise pay the difference to the Owner.

Article 18
INTERNATIONAL LABOR STANDARDS, PROHIBITED COUNTRIES AND PERSONS AND TREATMENT OF WORKERS AND THE ENVIRONMENT

18.1. DEFINITIONS.

18.1.1. DISNEY BRANDED PRODUCT. Disney Branded Product is defined in the ILS Program.

18.1.2. FACILITY. Facility is defined in the ILS Program.

18.1.3. ILS PROGRAM. The ILS Program is set forth in the Contract.

18.1.4. MANUFACTURE. Manufacture includes design, produce, process, finish, assemble or package and "manufacturer" shall be interpreted accordingly.

18.1.5. PROHIBITED PERSONS. Prohibited Person means (i) those persons with whom the Contractor may not conduct business by law, and/or (ii) those additional persons with whom the Contractor is prohibited by Owner from engaging in any activities under this Contract (including for reasons of intellectual property protection and enforcement, concerns for political or human rights, or environmental protection). If a person becomes prohibited by law, the prohibition shall be automatic as of the effective date of such law without need of any notice from Owner. It is the Contractor's responsibility to monitor any such changes and for more information Contractor should refer to http://www.treas.gov/offices/enforcement/ofac/sdn/, http://www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm or any such successor site. If a person becomes prohibited due to Owner's determination, Owner shall provide reasonable notice to the Contractor of such prohibition. The Owner may provide such notice through the ILS Website (as defined in the ILS Program).

18.2. INTERNATIONAL LABOR STANDARDS PROGRAM. Contractor shall comply with and shall ensure that each and every Facility complies with Owner's ILS Program and the ILS Program shall apply to the manufacture of all Disney Branded Products. For the avoidance of doubt, the foregoing obligation applies whether the Disney Branded Products are manufactured by the Contractor or any Subcontractor or Sub-subcontractor and whether or not consent for such subcontracting is required pursuant to Article 6.2.1 of these General Conditions. The Contractor acknowledges and agrees that certain rights and remedies are available to Owner, including the right to require that a particular Facility is not used for Disney Branded Products. In the event of Owner exercising such right, the Contractor shall propose for the Owner's Representative's review an alternative source of the goods that were being or were to be manufactured at such Facility, and upon review without objection by the Owner's Representative, shall arrange for such goods to be manufactured at such alternative factory, all at the Contractor's risk, cost and expense. In the event that an alternative factory acceptable to the Owner's Representative is not proposed within a time which the Owner's Representative considers reasonable, the Owner's Representative may omit the supply and/or installation of such goods from the Work and arrange an alternative supply and/or installation, all at the Contractor's risk, cost and expense.

18.3. PERMITTED SOURCING COUNTRIES AND PROHIBITED PERSONS. Contractor shall ensure that all goods, materials or other things to be incorporated into the Work or any part thereof (whether or not containing any Disney Branded Products) originates from Facilities in Permitted Sourcing Countries (as defined in the ILS Program). Contractor may not use any Facility that involves a Prohibited Person. Without prejudice to the foregoing, in the event that the Owner's Representative notifies the Contractor that he or she has reasonable grounds for believing that any goods, materials or other things which have been or are to be incorporated into the Work contravene this paragraph, the Contractor shall arrange an alternative supply for such goods, materials or other things at the Contractor's risk, cost and expense. For the avoidance of doubt, it is the Contractor's responsibility to monitor any changes to the Permitted Sourcing Countries or Prohibited Persons.

18.4 TREATMENT OF WORKERS AND THE ENVIRONMENT.

18.4.1. Contractor further represents and warrants to Owner that:

18.4.1.1. neither the Contractor nor any subcontractor shall use child labor. The term "child" refers to a person younger than fifteen (15) (or fourteen (14) where applicable law allows) or, if higher, the local legal minimum age for employment or the age for completing compulsory education;

18.4.1.2. if the Contractor or any subcontractor employs young persons who do not fall within the definition of "child" the Contractor and all such Subcontractors shall also comply with any laws applicable to such persons;

18.4.1.3. neither the Contractor nor any subcontractor shall use any forced or involuntary labor, whether prison, bonded, indentured or otherwise;

18.4.1.4. the Contractor and each subcontractor shall treat each of its employees and other staff with dignity and respect, and shall not use corporal punishment, threats of violence or other forms of physical, sexual, psychological or verbal harassment or abuse;

18.4.1.5. neither the Contractor nor any subcontractor shall discriminate in hiring and employment practices, including salary, benefits, advancement, discipline, termination or retirement, on the basis of race, religion, age, nationality, social or ethnic origin, sexual orientation, gender, political opinion or disability;

18.4.1.6. the Contractor and each subcontractor shall respect the rights of its employees and other staff to associate, organize and bargain collectively in a lawful and peaceful manner, without penalty or interference;

18.4.1.7. the Contractor and each subcontractor shall provide its employees and other staff with a safe and healthy workplace in compliance with all applicable laws, ensuring at a minimum reasonable access to potable water and sanitary facilities, fire safety, and adequate lighting and ventilation and, if housing is provided by or on behalf of Contractor or any Subcontractor, shall also ensure that the same standards of health and safety are applied in any housing that is provided for employees or other staff;

18.4.1.8. the Contractor and each subcontractor shall, at a minimum, comply with all applicable wage and hour laws, including those relating to minimum wages, overtime, maximum hours, piece rates and other elements of compensation, and provide legally mandated benefits;

18.4.1.9. except in extraordinary business circumstances, the Contractor and each subcontractor shall not require employees or other staff to work more than the lesser of (i) forty-eight (48) hours per week and twelve (12) hours overtime or (ii) the limits on regular and overtime hours allowed by applicable law or, where applicable law does not limit the hours of work, the regular work week plus twelve (12) hours overtime and except in extraordinary business circumstances, the Contractor and each subcontractor shall allow employees and other staff at least one (1) day off in every seven (7) day period;

18.4.1.10. the Contractor and each subcontractor shall compensate its employees and other staff for overtime hours at such premium rate as is legally required or, if there is no legally prescribed premium rate, at a rate at least equal to the regular hourly compensation rate provided that where local industry standards are higher than the applicable requirements under the foregoing, the Contractor and each Subcontractor shall meet the higher standards;

18.4.1.11. the Contractor and each subcontractor shall comply with all applicable environmental laws; and

18.4.1.12. the Contractor shall comply with all local and national codes, rules and regulation as well as applicable treaties and voluntary industry standards.

18.4.2. The undertakings and warranties contained in Articles 18.4.1. and 18.4.2. of these General Conditions constitute minimum standards and if in respect of any matter applicable law establishes a higher or more stringent standard, the Contractor warrants and undertakes to Owner that it shall comply with such higher or more stringent standards to the extent that such higher or more stringent standards are applicable. The Contractor shall provide, and where relevant procure, all such access and other arrangements as the Owner's Representative may at any time require in order to engage in monitoring activities to confirm compliance with Articles 18.4.1. and 18.4.2. of these General Conditions. Such monitoring activities may include unannounced inspections at premises of the Contractor or any subcontractor and at housing provided by the Contractor or any subcontractor, review of records and other documents relating to employees or other staff and private interviews with employees and other staff. In order to allow monitoring activities in respect of subcontractors the Contractor shall, upon request by the Owner's Representative provide such information as the Owner's Representative may require in respect of subcontractors, including the name, address (including country), phone number and scope of work or supply of

subcontractors. The Contractor shall take all such steps as may be required to ensure that subcontractors comply with the provisions of Articles 18.4.1. and 18.4.2. of these General Conditions.

END OF GENERAL CONDITIONS OF THE
CONTRACT FOR CONSTRUCTION

CONTRACTOR'S GUARANTEE TO OWNER

Date: _____, 201__

TO: [Walt Disney Entity]

Contract No.: _____

Project:

In further consideration of the above-referenced Contract and pursuant to the provisions thereof, the undersigned hereby guarantees to the Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within a period of one (1) year from the date of acceptance of the Work by the Owner (or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents), the Work or any portion thereof shall prove to be defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of the Owner, replace at its own cost and expense all such defective or non-complying Work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with the terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to the Owner, its successors or assigns, or to any related company of the Owner.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then the Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of the Owner, an emergency exists as a result of any such defective or non-complying Work which, in the Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then the Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

CONTRACTOR'S GUARANTEE TO OWNER

CONTRACTOR

Authorized Signature

Name

Title

Date

Local Representative to be contacted for service:

CONTRACTOR

Name

Address

Telephone Number

CONTRACT CHANGE ORDER

Project: [Project_Location]
[Project_Name]

Contract No.: [Contract_Number]

Contractor: [Vendor_Name]
[Vendor_Address_2]
[Vendor_Address_3]

Date: [eff_date]

Change Order No.: [CO_Number]

The Owner and the Contractor hereby agree to this Change Order for all labor, services, materials, equipment and other items or things to be furnished provided or performed, and all other obligations, terms and conditions, as described in the attached Exhibit A, and shall become part of the Work:

(SEE ATTACHED "EXHIBIT A")

Original Contract Sum:	[Contract_ValueN]
Previous Change Orders through No. _____:	[pre_CO_ValueN]
Adjusted Contract Amount through Change Order No. _____:	[adj_CO_ValueN]
Amount of this Change Order No. _____:	[CO_Amt]
Revised Contract Amount to date:	[CO_Amt_Tot]
Total days of extension granted by this Change Order:	[days_ext]
Revised Completion Date:	[end_date]

Any funds payable to the Contractor hereunder are hereby declared to constitute trust funds in the hands of the Contractor to be first applied to the payment of Subcontractors, laborers and materialmen, and other costs of construction, pursuant to law.

The total amount of this Change Order is fair, reasonable and mutually agreeable, and includes all applicable taxes, bond or corporate guarantee, insurance, delivery, supervision, overhead, profit, labor, labor impact, materials, changes, cardinal changes, delays, acceleration and inefficiency, or any claims, lawsuits, actions or causes of action therefore, and the Contractor hereby waives, releases and forever discharges any and all claims, lawsuits, actions or causes of action for such items associated with or related to the work covered by this Change Order.

This Change Order represents the entire and integrated agreement between the parties and supersedes all prior negotiations and qualifications for this change in scope; but this Change Order and the Work contemplated herein is, except as otherwise specifically provided herein, subject to all the terms and conditions of the Contract including, without limitation, those concerning payment. Execution and delivery of this Change Order by means of facsimile or other electronic transmission shall be valid and effective.

OWNER:
[WALT DISNEY ENTITY]

Authorized Signature_____

Name [PE_Name]

Title [PE_Title]

Date_____

CONTRACTOR:
[Vendor_Name]

Authorized Signature_____

Name [Vendor_Signator]

Title [Vendor_sig_title]

Date_____

Contract Change Order

EXHIBIT A

Contract: [Contract_Number]

Change Order No.: [CO_Number]

Date: [eff_date]

Page __ of __

Item	Description	Amount

Please initial:

Contractor _____ Owner _____

Contractor: _____

Project: _____

Contract No.: _____ **Date:** _____

CLOSE-OUT CHANGE ORDER
CHANGE ORDER NO. ___

THIS CLOSE-OUT CHANGE ORDER, is made effective as of the ____ day of _____**, 20**__, by and between the Owner and the Contractor.

WHEREAS, the parties desire to close-out the above referenced Contract based upon the Contract Documents as, and to the extent, modified below.

NOW THEREFORE, in consideration of the covenants hereinafter set forth, the parties agree as follows:

1. The current status of the Contract is as follows:

Original Contract Sum:	$_____
Total net change by previous Change Orders No's. ___ - ___:	$_____
Contract Sum prior to this Change Order:	$_____
Contract Sum will be increased with this Change Order:	$_____
Final Contract Sum including this Change Order:	$_____

2. The Contractor certifies that all Work covered by the Contract and Change Orders No. ___ through ___ has been completed in accordance with the terms of the Contract, including all Punch List items.

3. The attached Contract Close-Out Documents relate to all Work performed under the Contract and all Change Orders thereto (which are inclusive of all Work in Contract No. _____), and, along with the other terms of this Close-Out Change Order, constitute material consideration and representations to the Owner to induce the Owner into execution of this Close-Out Change Order.

CONTRACT CLOSE-OUT DOCUMENTS

Exhibit "A" {optional}	*Exhibit "A" to this Close-Out Change Order*
Attachment "A"	General Release
Attachment "B"	Contractor's Affidavit
Attachment "C"	Contractor's Release and Waiver - Insurance
Attachment "D"	Waiver of Lien/Litigation List
Attachment "E"	Contractor's Guarantee to Owner
Attachment "F" *{Only if Bonds req'd}*	Consent of Surety

4. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within thirty (30) days after completion of those items set forth in the Punch List, including, without limitation, approval by the Construction Manager of the final Application for Payment, and execution by the Contractor of the Close-Out Change Order in accordance with the General Conditions; provided, however, that final payment shall in no event be due unless and until the Contractor shall have complied with all provisions of the Contract Documents, including those contained in Subparagraph 9.4.2. of the General Conditions.

Please initial:

_____ Contractor _____ Owner

5. The Contractor represents and guarantees to the Owner that:

   a. There are no outstanding claims which the Contractor has against the Owner, the Owner's Representative, and its Construction Manager, or Separate Contractors, their Subcontractors or Sub-subcontractors, on the Project, and to the best of its knowledge, there are no outstanding claims against Contractor, its Subcontractors or Sub-subcontractors, by Separate Contractors or their Subcontractors or Sub-subcontractors on the Project.

   b. Without limitation upon the indemnity provisions contained in the Contract, the Contractor shall remain responsible for and shall indemnify the Owner, the Owner's Representative, and its Construction Manager, pursuant to the General Conditions, from any and all manner of action and causes of actions, liens, claims, suits, losses, damages, demands and rights whatsoever made by Subcontractors, Sub-subcontractors, Separate Contractors, or any other third parties, including but not limited to, those of any of the entities listed on the Waiver of Lien/Litigation List attached hereto as Attachment "D", arising out of or related to the Project.

   c. If requested by the Owner, the Contractor shall cooperate with the Owner in gathering and providing information to the Owner regarding any claims by or against Separate Contractors.

6. The Contractor hereby certifies and warrants that all charges for labor, materials, supplies, equipment, lands, licenses, and other expenses under the Contract incurred up to and including the date hereof, for which the Owner might be sued or for which a lien might be filed, have been fully satisfied, paid in full and released, except for those names listed on the attached Contractor's Affidavit and that those listed on the Contractor's Affidavit shall either be fully satisfied, paid in full and released or will be resolved prior to final payment as provided herein; however, in the event any such lien is not fully resolved, Contractor hereby agrees to remain responsible for, defend, protect and shall indemnify and hold Owner harmless for any and all manner of action and causes of action, claims, liens, or demands for labor, material, supplies, equipment, lands, licenses and other costs and expenses under the Contract for which the Owner may be sued or for which a lien might be filed and Contractor shall provide a bond pursuant to Section 713.24, Florida Statutes, for any claim of lien now filed or hereinafter filed, and Contractor hereby waives for itself, its subcontractors, sub-subcontractors, materialmen, suppliers, successors and assigns all lien rights arising out of the performance of the Contract.

7. All obligations of the Contractor under the Contract Documents remain unchanged and shall survive the disbursement of final payment and the closing hereon.

8. Execution and delivery of this Close-out Change Order by means of facsimile or other electronic transmission shall be valid and effective.

OWNER:	**CONTRACTOR:**
_____	_____
Authorized Signature _____	Authorized Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

Close-Out Change Order

EXHIBIT A

Contract:

Close-Out Change Order No.:

Date:

Page _____ of _____

Item	Description	Amount

Please initial:

Contractor _____ Owner _____

GENERAL RELEASE

CONTRACT NO.: _____

FOR AND IN CONSIDERATION OF THE SUM OF _____ _____ **DOLLARS ($_____)**, as FINAL PAYMENT, the receipt and adequacy of which is hereby acknowledged, _____, the undersigned, hereby fully and forever releases, acquits and discharges the Owner, the Owner's Representative, their parent, related and affiliated companies, their agents, employees, consultants, architects, engineers, officers, directors, successors, assigns, separate contractors and their subcontractors and sub-subcontractors, all of whom are hereinafter referred to as "Releasees", from any and all claims, actions, causes of action, liens, rights to claim a lien, suits, expenses, losses and damages (including, without limitation, any and all expenses, losses and damages, for or arising out of direct costs, indirect costs, expenses, overhead, profit, labor, labor impacts, materials, supplies, equipment, changes, cardinal changes, cumulative impacts, disruptions, hindrances, interferences, delays, acceleration, inefficiencies, lost productivity, taxes, insurance, bonds, deliveries, supervision, or any other costs, expenses, losses or damages of any nature whatsoever), judgments, and rights whatsoever, in law or in equity, known or unknown, now existing through the date of execution of this General Release or which may hereafter accrue (hereinafter referred to collectively as "Claims") in favor of the undersigned for, by reason of, or arising out of or in connection with any matter, transaction, contract, agreement, occurrence, act, event, cause or thing whatsoever from the beginning of time to the date of this General Release arising our of or in connection with (i) the above-identified Contract or (ii) all work, labor, services, materials, equipment and other items furnished, performed or provided pursuant to said Contract or otherwise for the above-identified Project.

The undersigned covenants that except for actions and suits based upon breaches of the terms of this Release, it shall not commence or prosecute any action or suit in law or in equity, against the Releasees, or any of them, on account of any action or cause of action which now exists or which may hereafter accrue in its favor arising out of or in connection with (i) the above-identified Contract or (ii) all work, labor, services, materials, equipment and other items furnished, performed or provided pursuant to said Contract or otherwise for the above-identified Project.

In addition to any other liability which shall accrue upon the breach of the covenants contained herein, undersigned shall be liable to pay all reasonable attorneys' fees and costs incurred by the Releasees, or any of them, in the defense of any such action or suit brought in violation of the covenant contained in Paragraph 2 hereof.

CONTRACTOR:

_____
SIGNATURE

State of _____
County of _____

_____
Print Name/Title

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by (name) _____ as (title) _____ of (name of corporation) _____ _____, a (state or place of incorporation) _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and (did or did not) _____ take an oath.

_____
Notary Public
Name: _____

Title: _____

Commission Number: _____

CONTRACTOR'S AFFIDAVIT

From: _____

To: **[Name of Owner]**

The undersigned, being duly sworn, upon his oath deposes and says:

1. That he is over the age of eighteen (18) years, has personal knowledge of the following facts, is authorized to make this Affidavit on behalf of the Contractor named above, and that this Affidavit is, in fact, made on behalf of said Contractor.

2. That this Affidavit is made with respect to Contract No. _____, dated _____, for **[Name of Project]**.

3. That all Work performed under the above Contract through the date of this Affidavit has been performed in accordance with the terms of said Contract.

4. That the Contractor covenants and warrants that all labor, materials, equipment, services and other items including, without limitation, all amounts due and owing to all persons, firms, corporations, union welfare or benefit funds (if any), furnished pursuant to the above Contract and any additions or changes thereto, have been paid in full as of the date of this Affidavit, and that waivers of lien through the date of this Affidavit have been obtained from all persons, firms, and corporations who have furnished services, labor, materials, equipment and supplies, except as otherwise indicated in Schedule A attached.

Contractor: _____

By: _____

_____
Print Name/Title

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by (name) _____ as (title) _____ of (name of corporation) _____, a (state or place of incorporation) _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and (did or did not) _____ take an oath.

_____
Notary Public

Name: _____

Title: _____

Commission Number: _____

CONTRACTOR'S AFFIDAVIT - SCHEDULE A

Date: _____

From: **[Name of Contractor]**

To: **[Owner]**

Re: Contract No. _____, dated _____, between
[Name of Owner] and **[Name of Contractor]**

The following are ALL the amounts due and owing to all persons, firms, corporations and union welfare and benefit funds (if any) who have furnished services, labor, materials, equipment or supplies, with respect to the above referenced Contract. All amounts represent the total amount due and owing as of the date hereof AND any contested, claimed, or unissued credits are specifically noted next to the amounts due and owing.

NAME	AMOUNT DUE and OWING	OTHER

Please initial:

_____
Contractor

CONTRACTOR'S RELEASE AND WAIVER - INSURANCE

Project: _____

Contract No.: _____

Contractor: _____

Date of Contract: _____

In consideration of the final payment under the Contract shown above between _____, as Owner, and the undersigned, as Contractor, for Work on the above-captioned Project, the undersigned hereby represents that all claims which the undersigned may have against the Owner-furnished insurance (as and to the extent provided pursuant to the Contract Documents) for the Project have been reported in writing to the WALT DISNEY WORLD Corporate Insurance Department. The Undersigned hereby waives and releases _____, its insurance carriers pursuant to any such Owner-furnished insurance, their respective parent, subsidiary, related and affiliated companies and the officers, directors, agents and employees of each from any and all claims for property damage which have not been timely reported in writing to the WALT DISNEY WORLD Corporate Insurance Department. _____ and its insurance carriers reserve the right to deny any claim which has not been timely filed.

If not incorporated, sign below:

_____
(Signature of Owner, Partner)

Title: _____
(Enter Position of Signatory)

d/b/a/ _____

If Corporation, sign below:

_____
(Enter Corporate Name)

Title: _____
(Signature of Corporate Officer)

Title: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by (name) _____ as (title) _____ of (name of corporation) _____, a (state or place of incorporation) _____ corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification and (did or did not) _____ take an oath.

_____
Notary Public

Name: _____

Title: _____

Commission Number: _____

WAIVER OF LIEN/LITIGATION LIST

CONTRACTOR: _____

CONTRACT NO.: _____

All of the following have filed one or more of the following Notices:

(NTC) NOTICE TO CONTRACTOR

(NTO) NOTICE TO OWNER

(NONP) NOTICE OF NON-PAYMENT

(C OF L) CLAIM OF LIEN

Pursuant to the General Conditions, provide such releases, waivers, or satisfactions of lien (or other documentation) in such form as the Owner may require for the following:

TYPE	COMPANY FILING NOTICE	UNDER AN ORDER GIVEN BY:

Please initial:

_____
Contractor

CONTRACTOR'S GUARANTEE TO OWNER

Date: _____

FROM: _____

TO: _____

Contract No.: _____

Project: **[Name of Project]**

In further consideration of the above-referenced Contract and pursuant to the provisions thereof, the undersigned hereby guarantees to the Owner, its successors and assigns, that all Work, as defined in the Contract Documents, whether performed or caused to be performed by the undersigned, shall be free from any defects in workmanship, materials and/or equipment and shall be in strict compliance with the Contract Documents. If, within a period of one (1) year from the date of acceptance of the Work by the Owner (or such longer period of time as may be prescribed by law or otherwise specified in the Contract Documents), the Work or any portion thereof shall prove to be defective in workmanship, material and/or equipment, or in any way not in strict compliance with the Contract Documents, then the undersigned shall repair and/or, at the option of the Owner, replace at its own cost and expense all such defective or non-complying Work, together with any adjacent structures or facilities which have been displaced or damaged by so doing or which have been damaged as a result of any defect in workmanship, material and/or equipment or the failure of the Work to comply with the Contract Documents. Such repairs and/or replacements shall be performed in accordance with the terms, conditions, covenants and provisions of the Contract Documents pursuant to which the Work was performed in the first instance, except that such repairs and/or replacements shall be without cost to the Owner, its successors or assigns, or to any related company of the Owner.

Should the undersigned fail to perform its said repair and/or replacement obligations promptly after being given notice of its breach of this Guarantee, then the Owner may perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof, at Owner's option; provided, however, that if, in the sole judgment of the Owner, an emergency exists as a result of any such defective or non-complying Work which, in the Owner's opinion, requires more immediate corrective action than the undersigned is able to provide, then the Owner may, without notice to the undersigned, perform such corrective Work or cause it to be performed by others and charge the undersigned with the cost thereof.

CONTRACTOR'S GUARANTEE TO OWNER

CONTRACTOR

Authorized Signature

Name

Title

Date

Local Representative to be contacted for service:

CONTRACTOR

Name

Address

Telephone Number

{Only required if Bonds were required}

CONSENT OF SURETY

Date: _____

_____
_____
_____

Attention: _____- Contract Administration

Gentlemen:

We are the surety for _____ (the "Contractor") under Performance and Payment Bonds issued in connection with Contract No. _____, dated _____, between the Contractor and _____ (the "Owner") pursuant to which Contract the Contractor is performing certain Work in connection with the construction of the _____ Project. We understand that the Contractor desires to be paid, subject to our consent, the Retainage held by the Owner under the aforesaid Contract and any Change Orders. Accordingly, please be advised as follows:

1. We hereby consent to the payment of the Retainage as aforesaid.

2. Said payment shall in no way affect the aforesaid Payment and Performance Bonds or our obligations thereunder, all of which shall remain in full force and effect.

Sincerely,

_____
Authorized Signature

_____
Name

_____
Title

_____
Date

(THIS SPECIFIC FORMAT <u>MUST</u> BE SUBMITTED ON THE LETTERHEAD OF THE SURETY)

EXHIBIT "K"
INFORMATION SECURITY REQUIREMENTS

In this attachment, "Disney Data" means data provided by Owner or its parent, affiliate or subsidiary companies and any data used, generated or stored in connection with Contractor's provision of the Work under the Contract. Disney Data shall be deemed to be included in the definition of "Confidential Information".

1. Contractor, its employees, Subcontractors and agents shall:

1.1. Maintain secure network connections while transferring Disney Data by utilizing industry standard encryption technology and protocols, including without limitation, the following: (a) utilize cryptographic protocols, such as, at a minimum, the then-current version of Transport Layer Security ("**TLS**") (version 1.2 or such other subsequent version), to secure all communications; (b) perform server verification to verify the identity of a server before establishing a connection with such server; and (c) implement certificate pinning in any software applications that Process) any Disney Data. "**Process"** or **"Processing**" means any operation or set of operations that is performed upon Disney Data, whether or not by automatic means, such as collection, using, accessing, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, modification, blocking, erasure or destruction.

1.2. Store all Disney Data, without regard to the device or other media on which such Disney Data is stored, securely in an encrypted format utilizing industry standard encryption technology, with a minimum of AES-128 encryption, and otherwise in accordance with applicable laws.

1.3. Utilize security key management and other measures to ensure that encrypted Disney Data is not lost or irretrievable should the encryption keys become unavailable.

1.4. Ensure that all inbound and outbound remote access, or any file transfers utilize an end-to-end encryption method acceptable to Owner.

1.5. Utilize a Owner-approved remote access solution when accessing Disney Computer Systems.

1.6. Maintain a firewall at all logical demilitarized zones ("**DMZ**") and Internet connection points, with access control restricted to that required for authorized use of Contractor systems and applications.

1.7. Prevent possible bridging of Disney Computer Systems with non-Owner networks. This includes the prevention of physical or logical connectivity from Contractor computer systems to non-Owner networks (e.g., the Internet) while simultaneously connected to Disney Computer Systems (e.g., "split tunneling" VPNs).

1.8. Allow only Contractor personnel who have been authorized by Owner to access Disney Computer Systems and ensure that such access is restricted to the specific individuals and locations that have been authorized by Owner under the Contract.

1.9. Provide physical security to prevent unauthorized access to any device used to access Disney Computer Systems or systems that Process Disney Data.

1.10. Ensure that all remote personal computing systems, workstations and laptops that access Disney Computer Systems or Process Disney Data have functional and current antivirus and firewall software installed and have appropriate security patches applied.

1.11. Upon reasonable notice to Contractor and during normal business hours, allow Owner or an Owner-approved auditing entity to periodically verify that Contractor is in compliance with the terms of this exhibit. Depending on the sensitivity and criticality of the services or data provided, Owner shall have the option of commissioning or requesting a review of the Contractor's internal control structure and business continuity plans.

1.12. At all times maintain and utilize measures to ensure the ongoing security, confidentiality, integrity and availability of Contractor's systems and services.

1.13. At all times maintain and utilize measures to ensure the ability to restore the availability of and access to Disney Data in a timely manner in the event of a physical or technical incident.

1.14. At all times maintain and utilize a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Disney Data.

1.15. Implement SAML 2.0 or other Owner-approved centralized authentication solution to authenticate Owner users of Contractor's systems and services through Owner's single sign-on active directory.

1.16. Use industry standard practices to ensure secure production, deployment and maintenance of any code utilized for any software to be developed in connection with the Work.

1.17. During the term of the Contract, perform, at its sole cost and expense, vulnerability scanning and penetration tests over relevant technology used to transmit, Process or store Disney Data. Perform vulnerability scanning at least quarterly and penetration tests at least annually and promptly following any material change to the relevant technology used to transmit, Process or store Disney Data. With respect to each vulnerability scan and penetration test performed: (a) conduct: (i) a vulnerability scan on all servers or databases that Process Disney Data, (ii) static and dynamic software application penetration tests, and (iii) a network vulnerability scan and penetration test on any network(s); (b) promptly remediate any high or medium vulnerabilities or remediate any high and medium vulnerabilities pursuant to a remediation plan that has been agreed to by both parties; (c) remediate any critical vulnerabilities, including zero-day exploits, within 48 hours of availability of a fix, solution or workaround becoming available, or implement mitigating controls to reduce any associated risk arising out of such vulnerabilities until a fix, solution or workaround becomes available. Additionally, provide each vulnerability scan result and the executive summary of each penetration test result to Owner within seven days after such scan or test was performed. The results shall be provided to Owner in such detail as will be reasonably necessary to allow Owner to make an informed judgment as to the conformance of Contractor with the security requirements set forth in the Agreement.

1.18. Routinely gather information from appropriate server hardware, peripheral, or operating system vendors regarding the availability of defect patches or fixes, at least once every 90 days, and expedite the application of any such patches or fixes.

1.19. Perform data validation with respect to all Disney Data received by a device to ensure the integrity of such Disney Data.

1.20. Perform routine monitoring of the relevant technology used to transmit, Process or store Disney Data for local vulnerabilities and promptly (a) notify Owner of any known or suspected vulnerabilities, (b) take corrective action to remediate such vulnerabilities, and (c) provide Owner with summaries, reports, or other information regarding such vulnerabilities and corrective actions.

1.21. Enable system and end-user logging on all systems that Process Disney Data. Logging information shall be made available upon request if not provided through a real-time automated mechanism to Owner.

2. Contractor must further ensure that all of its employees, Subcontractors or agents with any access to any Disney Computer System or any system that Processes Disney Data comply with the following procedures:

2.1. Sign an appropriate agreement that acknowledges Owner's security requirements contained in this attachment prior to gaining access to a Disney Computer System.

2.2. Not attempt to access any Disney Computer System, device, program or data file without signing a nondisclosure and confidentiality statement provided by or acceptable to Owner.

2.3. Not attempt to access any Disney Computer System with anything other than his or her individual User ID provided by Owner; "group IDs", "generic IDs" or similar shared login IDs are not authorized.

2.4. Not attempt unauthorized access to any Disney Computer System, device or asset, including program and data files.

2.5. Not attempt to connect any network, computer system, device, site or asset to the Disney Computer System without explicit authorization from Owner.

2.6. Not attempt to access any Disney Computer System, or any Owner device or site from any unauthorized device, location, or software.

2.7. Not attempt to remove, copy, compromise or replace system files or processes on any Disney Computer System unless authorized by Owner.

2.8. Not attempt to install software or hardware on any Disney Computer System unless authorized by Owner Information Technology.

2.9. Any data, software, hardware or other material, equipment or property, including CDs, DVDs, USB flash drives, keys, identification badges, mobile phones, computers, tablet devices, documentation, computer files or any other such material, owned, leased or operated by Owner that has been provided to Contractor in order to provide services to Owner must be returned to Owner at the termination of the relationship with Owner.

2.10. Contractor shall promptly disable all user accounts when a user no longer requires access to such account. Contractor will notify Owner promptly to disable user accounts under the control of Owner when a user no longer requires access to such account.

2.11. Contractor shall retain audit records/log files associated with the provided service for a minimum of 90 days. Contractor shall retain Payment Card Industry ("**PCI**") audit records for a minimum of one year.

2.12. Contractor shall develop, implement and maintain a documented incident response plan, and shall review, test, and make appropriate improvements to such documented incident response plan at least annually.

2.13. Contractor shall not use digital forensic, anti-forensic tools and other security tools within or against Disney Computer Systems without Owner's prior written authorization.

–End of Exhibit "K"-

Exhibit M General Conditions Listing
Disney's Saratoga Springs Resort & Spa Guestroom Renovation

"In Cost of Work" shall signify that the item shall be contracted within a subcontract as a Direct Construction Cost.

ITEM	AMOUNT
Permits	In Cost of Work
Insurance (Contractor-Provided based on Project Budget)	$286,897
Bonds	Exclude
Project Staff (including burden) (include complete listing)	$1,567,867
Contractor's Field Offices, Supplies, & Equipment (including computers, utilities, utility hook-ups, and maintenance)	$65,955
Jobsite Security	In Cost of Work
Hoisting	In Cost of Work
Scaffolding	In Cost of Work
Safety, temporary protection, fire protection	In Cost of Work
Fencing (including maintenance & removal)	In Cost of Work
Storage of Owner-Furnished Items as Required	In Cost of Work
Cleanup (Daily)	In Cost of Work
Cleanup (Final)	In Cost of Work
Trash removal (including dumpster(s) and dump fees)	In Cost of Work
Vehicles, Equipment, and Fuel	$98,188
Temporary Toilets	In Cost of Work
Survey and Layout	In Cost of Work
Radios and Communication	In Cost of Work
Surface Water Management & Erosion Control as Required	In Cost of Work
As-Builts/Coordinated Drawings	In Cost of Work
Rodent and Pest Control	In Cost of Work
Traffic Control as Required	In Cost of Work

TOTAL:	**$2,018,907**

Exhibit "M" - General Conditions Listing
Walt Disney World® Resort
Disney's Saratoga Springs Resort Spa
Guestroom Renovation
18RW-0437
September 19, 2018

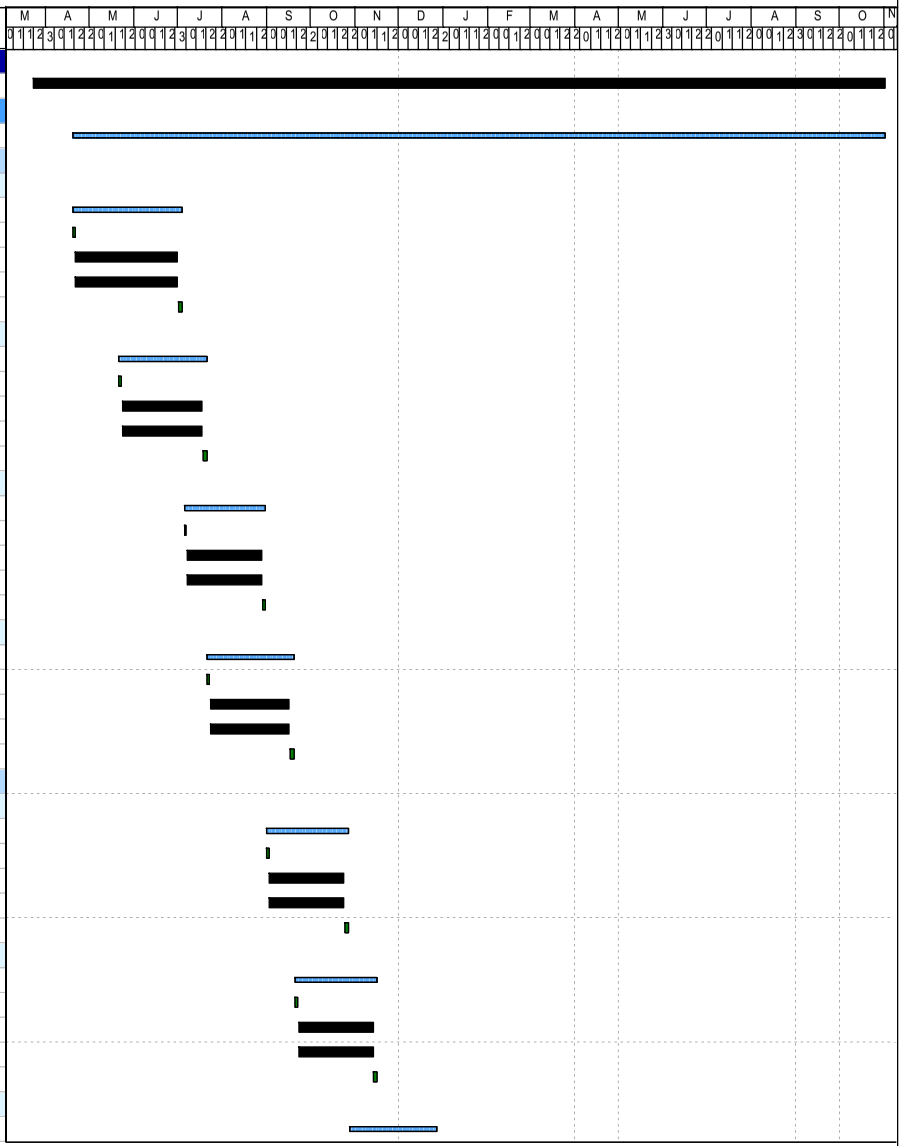
Project Organization
List of Key Employees
Disney's Saratoga Springs Resort & Spa Guestroom Renovation

Contractor shall provide the following project staff (as applicable).

POSITION	NAME	RATE ($/HR)	TOTAL
Project Executive	Nicole Wickens	$59.00	$52,956
Project Manager	Lazaro Diaz	$50.00	$176,320
Superintendent	Vance Wickens and TBD	$55.00	$357,820
General Superintendent	Todd Rylands	$51.00	$89,964
Assistant Project Manager	Julie Romero	$42.00	$150,472
Estimator	Nicole Wickens	$0.00	$0
Scheduler	N/A	$0.00	$0
Night Superintendent	Luiggi Garcia	$50.00	$164,800
Risk Manager	Todd Rylands	$48.00	$53,760
Project Engineer	Adele Todesco	$25.00	$80,000
Document Control	Lizette Gonzalez	$36.00	$115,200
Field Accountant	N/A	$0.00	$0
Admin/Clerical Support	Elsie Benitez and TBD	$31.00	$198,400
Safety Coordinator	N/A	$0.00	$0
3-D Design Modeler	N/A	$0.00	$0
Quality Control	Luiggi Garcia	$37.00	$55,575
CFO	Orlando Martinez	$75.00	$72,600
		TOTAL:	**$1,567,867**

*****END OF EXHIBIT M*****

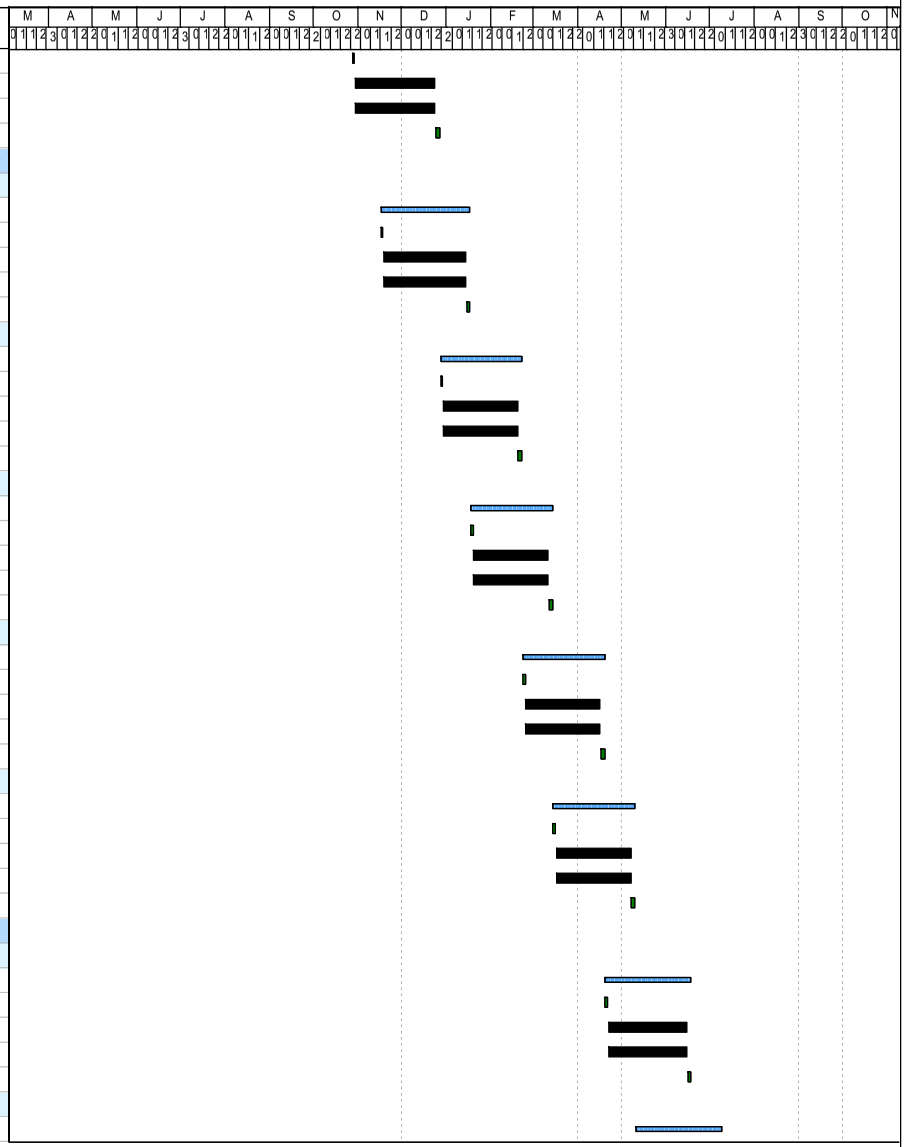
Activity Name	At Completion Duration	Start	Finish	Rooms Out	Nights Out	Room Nights
DVC Saratoga Springs Room Outage Plan CY'19 - REV. 6	420d	03/23/19	11/01/20	1279	1639	75139
SEQ-00 - Contractor Mock-Up / Quality Control Room	590d	03/23/19*	11/01/20	1	589	589
Room rehab	400d	04/20/19	11/01/20	1278	1050	74550
DVC Saratoga Springs - Room Outage Overall (Pending Outage Approval)	562d	04/20/19	11/01/20	0	0	0
Congress Park	109d	04/20/19	09/19/19	284	250	17750
Bldg 1: Congress Park 1101 - 1436	54d	04/20/19	07/04/19	71	75	5325
Sequence #1 Overall	76d	04/20/19	07/04/19	71	75	5325
Housekeeping	2d	04/20/19	04/21/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	50d	04/22/19*	07/01/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	50d	04/22/19	07/01/19			
Housekeeping	3d	07/02/19	07/04/19			
Bldg 2: Congress Park 1501 - 1836	43d	05/22/19	07/21/19	71	60	4260
Sequence #2 Overall	61d	05/22/19	07/21/19	71	60	4260
Housekeeping	2d	05/22/19	05/23/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	05/24/19	07/18/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	05/24/19	07/18/19			
Housekeeping	3d	07/19/19	07/21/19			
Bldg 3: Congress Park 2101 - 2436	40d	07/06/19	08/31/19	71	56	3976
Sequence #3 Overall	57d	07/06/19	08/31/19	71	56	3976
Housekeeping	2d	07/06/19	07/07/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	07/08/19	08/28/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	07/08/19	08/28/19			
Housekeeping	3d	08/29/19	08/31/19			
Bldg 4: Congress Park 2501 - 2836	44d	07/22/19	09/19/19	71	59	4189
Sequence #4 Overall	60d	07/22/19	09/19/19	71	59	4189
Housekeeping	2d	07/22/19	07/23/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	07/24/19	09/16/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	07/24/19	09/16/19			
Housekeeping	3d	09/17/19	09/19/19			
Springs	85d	09/01/19	12/27/19	213	172	12212
Bldg 5: Springs 3101 - 3436	40d	09/01/19	10/27/19	71	56	3976
Sequence #5 Overall	57d	09/01/19	10/27/19	71	56	3976
Housekeeping	2d	09/01/19	09/02/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	09/03/19	10/24/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	09/03/19	10/24/19			
Housekeeping	3d	10/25/19	10/27/19			
Bldg 6: Springs 3501 - 3836	40d	09/21/19	11/16/19	71	56	3976
Sequence #6 Overall	57d	09/21/19	11/16/19	71	56	3976
Housekeeping	2d	09/21/19	09/22/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	09/23/19	11/13/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	09/23/19	11/13/19			
Housekeeping	3d	11/14/19	11/16/19			
Bldg 7: Springs 4101 - 4436	45d	10/28/19	12/27/19	71	60	4260
Sequence #7 Overall	61d	10/28/19	12/27/19	71	60	4260



Current Bar Labels ◆ ◆ Milestone Housekeeping Building Overall
Paint Holiday Bar Overall

Date	Revision	Checked	Approved

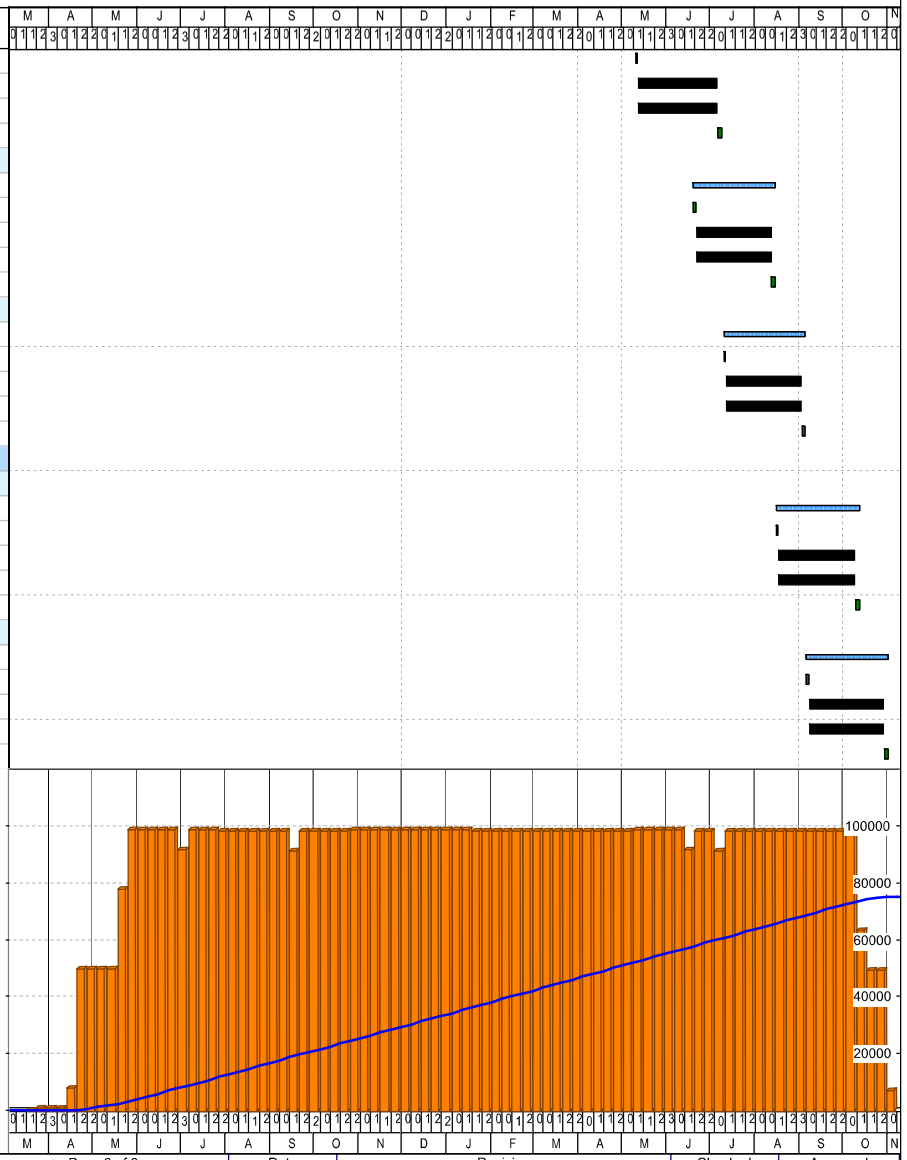
Activity Name	At Completion Duration	Start	Finish	Rooms Out	Nights Out	Room Nights
Housekeeping	2d	10/28/19	10/29/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	10/30/19	12/24/19			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	10/30/19	12/24/19			
Housekeeping	3d	12/25/19	12/27/19			
Paddock	125d	11/17/19	05/10/20	355	285	20235
Bldg 12: Paddock 6501 - 6836	45d	11/17/19	01/17/20	71	61	4331
Sequence #8 Overall	62d	11/17/19	01/17/20	71	61	4331
Housekeeping	2d	11/17/19	11/18/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	11/19/19	01/14/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	11/19/19	01/14/20			
Housekeeping	3d	01/15/20	01/17/20			
Bldg 10: Paddock 6101 - 6436	40d	12/28/19	02/22/20	71	56	3976
Sequence #9 Overall	57d	12/28/19	02/22/20	71	56	3976
Housekeeping	2d	12/28/19	12/29/19			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	12/30/19	02/19/20*			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	12/30/19	02/19/20			
Housekeeping	3d	02/20/20	02/22/20			
Bldg 09: Paddock 5501 - 5836	40d	01/18/20	03/14/20	71	56	3976
Sequence #10 Overall	57d	01/18/20	03/14/20	71	56	3976
Housekeeping	2d	01/18/20	01/19/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	01/20/20	03/11/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	01/20/20	03/11/20			
Housekeeping	3d	03/12/20	03/14/20			
Bldg 08: Paddock 5101 - 5436	40d	02/23/20	04/19/20	71	56	3976
Sequence #11 Overall	57d	02/23/20	04/19/20	71	56	3976
Housekeeping	2d	02/23/20	02/24/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	02/25/20	04/16/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	02/25/20	04/16/20			
Housekeeping	3d	04/17/20	04/19/20			
Bldg 11: Paddock 4501 - 4836	40d	03/15/20	05/10/20	71	56	3976
Sequence #12 Overall	57d	03/15/20	05/10/20	71	56	3976
Housekeeping	2d	03/15/20	03/16/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	03/17/20	05/07/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	03/17/20	05/07/20			
Housekeeping	3d	05/08/20	05/10/20			
Grandstand	100d	04/20/20	09/05/20	284	230	16330
Bldg 18: Grandstand 9501 - 9836	44d	04/20/20	06/18/20	71	59	4189
Sequence #15 Overall	60d	04/20/20	06/18/20	71	59	4189
Housekeeping	2d	04/20/20	04/21/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	04/22/20	06/15/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	04/22/20	06/15/20			
Housekeeping	3d	06/16/20	06/18/20			
Bldg 17: Grandstand 9101 - 9436	44d	05/11/20	07/09/20	71	59	4189
Sequence #16 Overall	60d	05/11/20	07/09/20	71	59	4189



Current Bar Labels ◆ ◆ Milestone Housekeeping Building Overall
Paint Holiday Bar Overall

Date	Revision	Checked	Approved

Activity Name	At Completion Duration	Start	Finish	Rooms Out	Nights Out	Room Nights
Housekeeping	2d	05/11/20	05/12/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	05/13/20	07/06/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	05/13/20	07/06/20			
Housekeeping	3d	07/07/20	07/09/20			
Bldg 16: Grandstand 8501 - 8836	40d	06/20/20	08/15/20	71	56	3976
Sequence #17 Overall	57d	06/20/20	08/15/20	71	56	3976
Housekeeping	2d	06/20/20	06/21/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	06/22/20	08/12/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	06/22/20	08/12/20			
Housekeeping	3d	08/13/20	08/15/20			
Bldg 15: Grandstand 8101 - 8436	40d	07/11/20	09/05/20	71	56	3976
Sequence #18 Overall	57d	07/11/20	09/05/20	71	56	3976
Housekeeping	2d	07/11/20	07/12/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	07/13/20	09/02/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	07/13/20	09/02/20			
Housekeeping	3d	09/03/20	09/05/20			
Carousel	55d	08/16/20	11/01/20	142	113	8023
Bldg 13: Carousel 7101 - 7436	41d	08/16/20	10/12/20	71	57	4047
Sequence #13 Overall	58d	08/16/20	10/12/20	71	57	4047
Housekeeping	2d	08/16/20	08/17/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	08/18/20	10/09/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	08/18/20	10/09/20			
Housekeeping	3d	10/10/20	10/12/20			
Bldg 14: Carousel 7501 - 7836	40d	09/06/20	11/01/20	71	56	3976
Sequence #14 Overall	57d	09/06/20	11/01/20	71	56	3976
Housekeeping	2d	09/06/20	09/07/20			
Room Rehab - Contractor (69 Rooms - 138 bays)	38d	09/08/20	10/29/20			
Room Rehab - Contractor - Grand Villas (2 Rooms - 6 Bays)	38d	09/08/20	10/29/20			
Housekeeping	3d	10/30/20	11/01/20			



Current Bar Labels ◆ Milestone Housekeeping Building Overall
Paint Holiday Bar Overall

Date	Revision	Checked	Approved