Orange County Library System
Board of Trustees Meeting

Board Packet for August 2019
August 2, 2019

To: Lisa Franchina, President
Marucci Guzmán, Vice President
Ted Maines, Trustee
Richard Maladecki, Trustee
Nicole Benjamin, Trustee

cc: The Library Governing Board:
The Honorable Mayor Jerry Demings, Chairman of the Library Governing Board,
Members of the Governing Board, Commissioners Betsy VanderLey, Christine Moore,
Mayra Uribe, Maribel Gomez Cordero, Emily Bonilla, Victoria Siplin, Orange County;
and Ana Palenzuela, City of Orlando.

From: Mary Anne Hodel, Director

Re: Library Board of Trustees Meeting

The next meeting of the Library Board of Trustees will be at 6:00 p.m. on Thursday, August 8, 2019; Orlando Public Library; 101 East Central Boulevard; Orlando, Florida 32801; 407.835.READ (7323).

If any board member has an item to be brought up for discussion, please call Milinda Neusaenger prior to the meeting, 407.835.7611.

cc: Aurora Realin - Liaison, Nominating Board ~ City of Orlando
AGENDA
ORANGE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES
August 8, 2019 ~ 6:00 p.m.
Orlando Public Library
101 East Central Boulevard
Orlando, Florida 32801
407.835.READ (7323)

19-094  I.   Call to Order

II.   Public Comment Policy & Procedures

19-095  III. Approval of Minutes:  Library Board of Trustees Meeting ~
July 11, 2019

19-096  IV. Staff Presentation:  Children’s Initiative ~ Natalie Houston
& Sarah Qronfleh

19-097  V.   Financial Statements and Summaries:  July 2019

19-098  VI.  Dashboard:  July 2019

19-099  VII. Action Items

19-100  Strategic Plan FY 2020 – FY 2022
19-101  Board Meeting Schedule:  FY 2020
19-102  Restroom Contractor Agreements:  Kris Shoemaker

19-103  VIII. Discussion and Possible Action Items

19-104  Director's Evaluation & Personnel Committee Meeting

19-105  IX. Information

19-106  Director’s Report

19-107  Public Comment:  Non-Agenda Items

X.   Adjournment

Next Meeting Dates:  September 12, 2019 ~ Orlando Public Library; 101 East Central Boulevard; Orlando, Florida 32801 --
- October 10, 2019 ~ Fairview Shores Branch Library; 902 Lee Road; Orlando, Florida 32810.

Florida Statutes section 286.0105:  If any person desires to appeal any decision with respect to any matter considered at a Library
Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure
that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this
proceeding due to a disability as defined by ADA may arrange for reasonable accommodations by contacting the Director’s
Office on the fifth floor of the Main Library in person or by phone at 407.835.7611 at least two days prior to the meeting.
Call to Order
Effective Date: October 1, 2013 (Approved by the Board of Trustees on September 11, 2013)

Objective: The objective of this policy is to establish standard procedures to ensure an opportunity for broad public participation in decision-making.

Policy Statement: It is the intent of this policy that the deliberations and actions of the Board of Trustees of the Orange County Library System (“OCLS”) be conducted and taken openly in order that the public and relevant stakeholders may be fully informed and intelligently advised as to the conduct of public business by the Board of Trustees.

Definitions: For the purpose of this policy, the following definitions shall prevail:

1. A “meeting” is a gathering of a quorum of the membership of the Board of Trustees, or any board or commission of OCLS for the purpose of receiving information relating to public business, or for discussion of public business, or for official action upon a proposition related to public business.

2. A “regular meeting” is a meeting held pursuant to a schedule of such meetings as approved by a board or commission to conduct public business or otherwise discuss or act upon matters of public interest.

3. A “special meeting” is any meeting other than a regular meeting held by a board or commission. A “special meeting” is held for the purpose of addressing matters requiring the immediate attention of a board or commission or for the purpose of addressing matters which the board or commission has determined are best addressed at a special meeting. When a special meeting is called, the presiding officer of the board or commission shall specifically state the purpose of the meeting and the board or commission shall address only those matters for which the meeting was called.

4. A “board or commission” shall refer to the Board of Trustees of OCLS and any other board or commission now existing or created in the future by the Board of Trustees or OCLS.

5. The “presiding officer” shall mean, in the case of the Board of the Directors the chair and in all other cases shall be the chair of a particular OCLS board or commission.

6. “Board of Trustees” shall refer to the Board of Trustees of OCLS.

Meetings:

1. Location. All meetings of the Board of Trustees and any other board or commission shall be held in a suitable location and shall be open to the public as required by law. The only exception to the requirement that meetings be open to the public shall be an executive session scheduled for those purposes expressly recognized by law.

2. Regular Meetings. The Board of Trustees and the other boards and commissions shall hold regular monthly meetings as designated by the Board of Trustees or the other boards and commissions.
Public Notice: OCLS shall give public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting or of any reconvened meeting shall be given before such meeting. Public notice shall be given by posting the date and time of the meetings on the OCLS website, the public bulletin boards at all OCLS locations and the Orange County Administration Building. Notice will also be published in the Orlando Sentinel as required by Section 189.417 of the Florida Statutes.

**Conduct of Meetings:**

1. The presiding officer shall preserve order and decorum at all meetings.

2. When considering matters upon which the board or commission will take action the presiding officer shall receive comments from the public.

3. During any board or commission meeting, board and commission members shall maintain order and decorum.

4. OCLS staff and citizens must be recognized by the presiding officer before speaking or asking questions. The purpose of this requirement is so that there is order and so that the recording equipment will properly record all comments made by individuals wishing to comment on a specific subject.

5. All comments must be made from the podium which is located in the OCLS meeting room or by other reasonable accommodations in any other location in which a board or commission meeting is held, and shall address the subject of the agenda item. Individuals that appear before any board or commission are required to state their legal name and their actual address for the public record. The purpose of this requirement is so that they are properly reflected in any board or commission minutes and are available for future reference.

6. As a board or commission considers consent agenda items, emergency items, items involving official acts that involve no more than a ministerial act, approval of minutes, ceremonial proclamations and other similar items, the presiding officer may, at his discretion, or at the direction of a majority of the board or commission, accept comments from those in attendance.

**Public Participation and Comment:** In order to comply with Section 286.0114 of the Florida Statutes, OCLS hereby establishes a Public Comment Policy applicable to all boards and commissions to allow members of the public an opportunity to address boards and commissions. In addition to public hearings, a special time is hereby set aside at all board and commission meetings for the purpose of receiving comments and suggestions from members of the public. All comments made during any Public Comment period shall be subject to the following procedures:

1. OCLS allocates up to 30 minutes at the end of each board or commission meeting for citizens who wish to appear before that board or commission to make a request of that board or commission, voice a complaint or concern, express an opinion, or for some other type of recognition. The presiding officer will divide the time equally between all who have signed up to speak; but in no case may a citizen speak longer than three minutes. A Public Comment period not to exceed 30 minutes will be held during any board or commission meeting. The presiding officer may permit additional time to a given speaker on a case-by-case basis.

2. Public comments of items listed on the agenda will occur just prior to the Board’s discussion and action of the agenda item. Public comments of items not listed on the agenda will occur at the end of the meeting agenda.

3. When a board or commission considers matters during a public meeting upon which it will take action, no action shall be taken until the presiding officer requests and receives comments from the public.

4. Persons who wish to make a statement during the Public Comment period will register on a Notice of Intent to Speak Form which will be available 30 minutes before the start of the meeting. Information included on the Notice of Intent to Speak forms will be included in the Board Meeting Minutes and thus become public record. No one will be allowed to have his or her name placed on the list by telephone request to OCLS staff.

5. Each person who signed up to speak will have up to three minutes to make his or her statement. Speakers will be acknowledged by the presiding officer in the order which the Notice of Intent to Speak Form was received by the Board of Trustee’s administrative assistant. Speakers shall address that board or commission from the podium, and
not approach that board or commission or OCLS staff. Speakers will begin their statement by first stating their legal name and actual address.

6. Statements are to be directed to the board or commission as a whole, and not to individuals. Public comment is not intended to require a board or commission to provide an answer to the speaker. Discussions between speakers and members of the audience will not be allowed.

7. Speakers will be courteous in their language and presentation.

8. Only one speaker will be acknowledged at a time. In the event a group of persons supporting or opposing the same position desires to be heard, in the interest of time, a spokesperson shall be designated to express the group’s concerns. Likewise, in the event the number of persons wishing to attend the hearing exceeds the capacity of the meeting place, one or more delegates shall be selected to speak on behalf of each group. If the time period expires before all persons who have signed up get to speak, those names will be carried over to the next Public Comment period, or if the presiding officer consents, these comments can be heard at that meeting.

9. Any action on items brought up during the Public Comment period will be at the discretion of that board or commission. No board or commission will take any action on subject matter for which it has not had the opportunity to fully investigate and gather complete information.

10. These same rules shall apply to all boards and commissions.

Decorum: The presiding officer shall preserve strict order and decorum at all meetings.

1. In conducting business, boards and commissions are committed to the principles of civility, honor, and dignity. Individuals appearing before boards and commission are requested to observe the same principles when making comments on items and issues presented to a given board or commission for its consideration.

2. Staff members and citizens are required to use proper language when addressing a board or commission or the audience. Staff members and citizens shall not use profanity or cursing, aggressive or threatening behavior when addressing the board or commission or other participants. All comments are directed to the presiding officer and not to individual members of the board or commission or to the audience. No personal verbal attacks toward any individual will be allowed during the conduct of a board or commission meeting. The presiding officer may have individual(s) removed from the podium and/or meeting chambers if such conduct persists after a warning has been issued.

3. All members of a board or commission shall accord the utmost courtesy to each other, staff, and the public members appearing before the board or commission and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. During board or commission meetings, cell phones are to be turned off or silenced. Use of cell phones by board or commission members and staff for talking, texting, emailing or otherwise will not be allowed during meetings while at the dais, except for emergency communications, research, or during breaks.

Waiver of Rules: The board or commission may, at any time, waive all or a portion of these rules of procedure during the course of a meeting. Provided however, that any such waiver shall only be done upon a motion and majority approval of the waiver by members of the board or commission present and voting. Such waivers shall only be granted to insure the protection of the right of members of the public to be given a reasonable opportunity to be heard before a board or commission takes official action on a proposition.

Training: Periodic training for Sunshine Law requirements will be scheduled by OCLS for board and commission members.

Penalties: Any action taken at a meeting not open to the public, whether intentional or unintentional, is void. The law provides penalties for not complying with the Sunshine Law including criminal penalties, removal from the board position, fines up to $500, and an award of reasonable attorney’s fees against the board found to have violated the Sunshine Law.
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Approval of Minutes: Library
Board of Trustees Meeting
July 11, 2019
MEETING MINUTES
ORANGE COUNTY LIBRARY SYSTEM BOARD OF TRUSTEES
July 11, 2019 ~ 6:00 p.m.
Orlando Public Library
101 East Central Boulevard
Orlando, Florida 32801
407.835.READ (7323)

Library Board Present: Lisa Franchina (7/0); Marucci Guzmán (7/1);
Richard Maladecki (7/0); Nicole Benjamin (4/0 – City)

Library Board Absent: Ted Maines (10/3 - City)

Administration Present: Mary Anne Hodel; Debbie Tour; Danielle King; Ricardo Viera;
Bethany Stone; Kris Shoemaker; Milinda Neusaenger

Administration Absent: Steve Powell

19-080   I. Call to Order
Vice President Guzmán called the meeting to order at 6:09 p.m.

II. Public Comment Policy & Procedures

19-081   III. Approval of Minutes: Library Board of Trustees Meeting ~
June 13, 2019
Trustee Benjamin, seconded by Trustee Maladecki, moved to approve the minutes for the
June 13, 2019 Library Board of Trustees Meeting. Motion carried 3-0.

President Franchina arrived at 6:20 p.m.

19-082   IV. Staff Presentation: Technology Trends ~ Ricardo Viera

19-083   V. Financial Statements and Summaries: June 2019
CFO Shoemaker gave a review of the June 2019 financial reports. There was brief
discussion regarding the decrease in State Aid. CFO Shoemaker indicated that the
amount budgeted each year is based on what was received in the previous year.

19-084   VI. Dashboard: June 2019
CBO Stone gave the Board a brief overview of the June statistics and stated that
Potterversary was attended by over 1,400 individuals.

19-085   VII. Action Items

19-086   Approval of the Budget for Fiscal Year Ending September 30, 2020:
Kris Shoemaker
CFO Shoemaker reviewed the changes that have occurred since presenting the budget to
the board at the meeting last month. Trustee Maladecki, seconded by Vice President
Guzmán, moved to approve the FY 2019-20 Operating, Capital Projects, Sinking and
Permanent Fund budgets and to recommend to the Governing Board that the Library
District’s millage rate be maintained at 0.3748 for FY 2019-20. Motion carried 4-0.

19-087   Request to Serve Alcohol: Angellee Sumrall-Lewis
Vice President Guzmán, seconded by Trustee Benjamin, moved to authorize the serving
of alcoholic beverages in accordance with the Board-approved policy at the event on
September 13, 2019 at the Orlando Public Library. Motion carried 4-0.
19-089 VII. Discussion and Possible Action Items

Director's Goals FY 2019: 3rd Quarter Update ~ President Lisa Franchina
President Franchina stated that she met with Director Hodel and reported to the Board that Director Hodel is current with her goals and is on track to meet them. She also asked Director Hodel to give a brief update along with her Director’s Report.

Strategic Plan FY 2019: 3rd Quarter Update
Director Hodel gave a brief summary of the progress that has been made with the FY 2019 Strategic Plan:

Customer service surveys are scoring well with 92% rated as excellent and 6% as good.

The ESOL specialist is working on English classes for families and she is hoping to have it funded by Florida Humanities Council. There is a possibility to provide training for other libraries with renumeration to follow.

Partnerships with other organizations, such as the Orange County Regional History Center and the Orlando Science Center, are going well.

Meetings have been held with two different developers regarding a possible branch location in West Orange County.

The Summer Reading Program is extremely popular with space theme events and activities.

19-091 IX. Information

19-092 Director’s Report
Trustee Maladecki announced that CBO Stone has been chosen as the President of the Dr. Phillips Rotary.

19-093 Public Comment: Non-Agenda Items

X. Adjournment
Trustee Maladecki, seconded by Trustee Benjamin, moved to adjourn the meeting. Motion carried 4-0. President Franchina adjourned the meeting at 7:20 p.m.

Next Meeting Dates: August 8, 2019 ~ Orlando Public Library; 101 East Central Boulevard; Orlando, Florida 32801 --- September 12, 2019 ~ Fairview Shores Branch Library; 902 Lee Road; Orlando, Florida 32810.

Florida Statutes section 286.0105: If any person desires to appeal any decision with respect to any matter considered at a Library Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding due to a disability as defined by ADA may arrange for reasonable accommodations by contacting the Director’s Office on the fifth floor of the Main Library in person or by phone at 407.835.7611 at least two days prior to the meeting.
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Staff Presentation: Children’s Initiative ~ Natalie Houston & Sarah Qronfleh
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Financial Statements & Summaries:
July 2019
Operating Fund Revenue & Expenditure Summaries:

**State Aid:**
The Library budgeted $982,000 for State Aid Revenues in FY 2018-19 based on FY 2017-18 actuals. We received $830,417 from the State in April, which will be the total allotment for FY 2018-19 based on the Legislature’s funding for this year.

**PC Pass and PC Express:**
Revenues from PC Pass and PC Express are at 56.4% and 53.3% respectively of budget vs 83.3% of the fiscal year being consumed. These revenues are down 26.1% and 33.1% respectively compared to last year’s actuals through July. The main reason for lower actuals is that the Library started to offer free Wi-Fi in 2018. For the FY 2019-20 budget these revenues are budgeted lower.

**Fines and Lost Materials:**
Revenues from Fines and Lost Materials are at 89.3% of budget vs 83.3% of fiscal year being consumed. These revenues are down 9.1% compared to FY 17-18 actuals through July and are down 28.8% against the 5 year average. The main reason for the reduction in revenue is the increase in use of digital materials which are not subject to being late or lost.

**Investment Earnings:**
The Library takes a conservative approach when budgeting for Interest revenues as the investment markets can be, and have been, quite volatile. While we appreciate the current investment market results (a 120% increase as compared to FY 17-18 revenues thru July), we will continue to monitor the investment markets with our investment advisors to ensure the principal of our funds are safe and secure.

**Internet Discount:**
This account is used to record a “rebate” we receive from the Federal Government based on our purchases of Internet Connectivity Equipment. This “rebate” is based on purchases and extensive application process between July 1st and June 30th of each year. This revenue is normally received in the later half of the fiscal year.

**Transfer From Tax Collector:**
This account is used to record our revenue share from the Tax Collector Office and is normally received in the August / September timeframe.

**Defined Benefit Pension Plan:**
The Defined Benefit Pension Plan Expenditures are at 111.8% of the budget vs 83.3% of the fiscal year being consumed. This Plan is a traditional retirement plan covering full time employees hired prior to January 1, 2007. This Plan closed to new employees starting in January 2007.

Contributions to the Plan are actuarially determined at the beginning of each calendar year. As noted in the March 31, 2019 financial statements, this fund experienced an unfavorable investment return in calendar year 2018. We expect to overspend this account by approximately $275,000 in the current fiscal year. The off-setting account is Building Improvements.

**Professional Services:**
The Professional Services Expenditures are at 80.2% of budget and are in line with 83.3% of the fiscal year consumed. The five year average through July for this account is 89.7% of budget, so we are on pace with our 5 year average spending for this account.
**Other Contractual Services:**
The Other Contractual Services Expenditures are at 75.2% of budget vs 83.3% of the fiscal year consumed. The expenditures in this include such services as police service, banking fees, Brinks services, marketing and programming. The expenses are tracking slightly behind FY 17-18 Actuals of 82.4% of budget. Note: Our Summer Reading Program just ended and we are processing the last of the program invoices and they will be recorded in the August Financial Statements.

**Rentals and Leases:**
The expenditures in this category through July are at 72.3% of budget vs 83.3% of the fiscal year being consumed. The main reason is that we had budgeted funds to lease a facility in the Horizon West area which has not materialized.

**Supplies:**
The expenditure in this category through July are at 108.2% of budget vs 83.3% of the fiscal year being consumed. We will overspend this expenditure item by approximately $195,000. The main reasons for the over expenditure are the need for new staff chairs throughout the Library as they had exceeded their useful life and needed to be replaced, as well as additional supplies needed for program materials. The off-setting account is Building Improvements.

**Building Improvements Expense:**
The Library budgeted $1,500,000 to expand the South Creek Branch which will not occur in FY 2018-19. We also budgeted $350,000 for the Emergency Generator Replacement Project of which the design will occur in FY 2018-19 and construction will occur in FY 2019-20. Similarly, we budgeted for $335,000 to renovate the restrooms at the South Trail and Southeast Branches. The design will occur in FY 2018-19 and construction will occur in FY 2019-20.
ORANGE COUNTY LIBRARY DISTRICT
Operating Fund
Ten Months Ended July 31, 2019

REVENUES
- Ad Valorem Taxes: 95%
- Fines: 1%
- Charges for Services / Misc: 4%

EXPENDITURES
- Salaries and Benefits: 56%
- Operating/Trans to Cap Proj Fund: 32%
- Library Materials/ Capital: 12%
## ORANGE COUNTY LIBRARY DISTRICT
### OPERATING FUND REVENUE SUMMARY
#### Ten Months Ended July 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(10 months= 83.3%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AD VALOREM TAXES</strong></td>
<td>43,905,000</td>
<td>43,864,794</td>
<td>99.9%</td>
</tr>
<tr>
<td><strong>INTERGOVERNMENTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Grant</td>
<td>-</td>
<td>53,458</td>
<td>-</td>
</tr>
<tr>
<td>State Aid</td>
<td>982,000</td>
<td>830,417</td>
<td>84.6%</td>
</tr>
<tr>
<td><strong>CHARGES FOR SERVICES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fee Cards</td>
<td>18,000</td>
<td>17,739</td>
<td>98.6%</td>
</tr>
<tr>
<td>PC Pass ($10 for 7 days)</td>
<td>5,000</td>
<td>2,819</td>
<td>56.4%</td>
</tr>
<tr>
<td>PC Express ($5 for 1 hour)</td>
<td>10,000</td>
<td>5,334</td>
<td>53.3%</td>
</tr>
<tr>
<td>Classes</td>
<td>6,000</td>
<td>4,925</td>
<td>82.1%</td>
</tr>
<tr>
<td>Meeting Rooms</td>
<td>62,000</td>
<td>48,552</td>
<td>78.3%</td>
</tr>
<tr>
<td>Faxes</td>
<td>72,000</td>
<td>50,339</td>
<td>69.9%</td>
</tr>
<tr>
<td>Scans</td>
<td>35,000</td>
<td>32,397</td>
<td>92.6%</td>
</tr>
<tr>
<td>Ear Buds &amp; Jump Drives</td>
<td>6,000</td>
<td>5,196</td>
<td>86.6%</td>
</tr>
<tr>
<td>Reference Charges</td>
<td>1,000</td>
<td>120</td>
<td>12.0%</td>
</tr>
<tr>
<td>Bag Sales</td>
<td>5,000</td>
<td>3,406</td>
<td>68.1%</td>
</tr>
<tr>
<td>Replace Library Cards</td>
<td>42,000</td>
<td>23,820</td>
<td>56.7%</td>
</tr>
<tr>
<td>Copy &amp; Vending</td>
<td>230,000</td>
<td>184,697</td>
<td>80.3%</td>
</tr>
<tr>
<td>Special Events</td>
<td>1,000</td>
<td>1,051</td>
<td>105.1%</td>
</tr>
<tr>
<td><strong>FINES &amp; LOST MATERIALS</strong></td>
<td>600,000</td>
<td>535,870</td>
<td>89.3%</td>
</tr>
<tr>
<td><strong>MISCELLANEOUS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>200,000</td>
<td>478,756</td>
<td>239.4%</td>
</tr>
<tr>
<td>Sales of Surplus Property</td>
<td>-</td>
<td>7,362</td>
<td>-</td>
</tr>
<tr>
<td>Contributions - Friends of Library</td>
<td>61,000</td>
<td>52,460</td>
<td>86.0%</td>
</tr>
<tr>
<td>Contributions - Others</td>
<td>20,000</td>
<td>10,667</td>
<td>53.3%</td>
</tr>
<tr>
<td>Internet Discount</td>
<td>79,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td>Grants &amp; Awards</td>
<td>20,000</td>
<td>45,632</td>
<td>228.2%</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>50,000</td>
<td>72,806</td>
<td>145.6%</td>
</tr>
<tr>
<td><strong>TRANSFER FR PROP APPRAISER</strong></td>
<td>10,000</td>
<td>17,469</td>
<td>174.7%</td>
</tr>
<tr>
<td><strong>TRANSFER FR TAX COLLECTOR</strong></td>
<td>400,000</td>
<td>-</td>
<td>0.0%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>46,820,000</td>
<td>46,350,086</td>
<td>99.0%</td>
</tr>
</tbody>
</table>
### ORANGE COUNTY LIBRARY DISTRICT
### OPERATING FUND EXPENDITURE SUMMARY
#### Ten Months Ended July 31, 2019

<table>
<thead>
<tr>
<th>Category</th>
<th>Annual Budget</th>
<th>YTD Actual</th>
<th>(10 months= 83.3%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SALARIES &amp; BENEFITS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>17,762,000</td>
<td>14,293,541</td>
<td>80.5%</td>
</tr>
<tr>
<td>Medicare Taxes</td>
<td>258,000</td>
<td>205,053</td>
<td>79.5%</td>
</tr>
<tr>
<td>Defined Contribution Pension Plan</td>
<td>1,333,000</td>
<td>1,083,579</td>
<td>81.3%</td>
</tr>
<tr>
<td>Defined Benefit Pension Plan</td>
<td>700,000</td>
<td>782,706</td>
<td>111.8%</td>
</tr>
<tr>
<td>Money Purchase Pension Plan</td>
<td>839,000</td>
<td>695,420</td>
<td>82.9%</td>
</tr>
<tr>
<td>Life and Health Insurance (Employees)</td>
<td>3,127,000</td>
<td>2,389,128</td>
<td>76.4%</td>
</tr>
<tr>
<td>Retiree Health Care (OPEB)</td>
<td>540,000</td>
<td>507,138</td>
<td>93.9%</td>
</tr>
<tr>
<td>Worker's Compensation</td>
<td>115,000</td>
<td>111,928</td>
<td>97.3%</td>
</tr>
<tr>
<td>Unemployment Compensation</td>
<td>20,000</td>
<td>825</td>
<td>4.1%</td>
</tr>
<tr>
<td>Parking &amp; Bus Passes</td>
<td>225,000</td>
<td>180,384</td>
<td>80.2%</td>
</tr>
<tr>
<td><strong>Total Salaries &amp; Benefits</strong></td>
<td>24,919,000</td>
<td>20,249,702</td>
<td>81.3%</td>
</tr>
<tr>
<td><strong>OPERATING</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional Services</td>
<td>240,000</td>
<td>192,594</td>
<td>80.2%</td>
</tr>
<tr>
<td>Other Contractual Services</td>
<td>1,775,000</td>
<td>1,334,886</td>
<td>75.2%</td>
</tr>
<tr>
<td>Other Contract. Serv.- Janitorial</td>
<td>340,000</td>
<td>261,457</td>
<td>76.9%</td>
</tr>
<tr>
<td>Training and Travel</td>
<td>75,000</td>
<td>78,098</td>
<td>104.1%</td>
</tr>
<tr>
<td>Telecommunication</td>
<td>300,000</td>
<td>209,588</td>
<td>69.9%</td>
</tr>
<tr>
<td>Delivery and Postage</td>
<td>1,086,000</td>
<td>888,021</td>
<td>81.8%</td>
</tr>
<tr>
<td>Utilities</td>
<td>950,000</td>
<td>675,072</td>
<td>71.1%</td>
</tr>
<tr>
<td>Rentals and Leases</td>
<td>1,323,000</td>
<td>956,505</td>
<td>72.3%</td>
</tr>
<tr>
<td>Insurance</td>
<td>330,000</td>
<td>295,872</td>
<td>89.7%</td>
</tr>
<tr>
<td>Repairs and Maintenance</td>
<td>1,150,000</td>
<td>1,114,612</td>
<td>96.9%</td>
</tr>
<tr>
<td>Repairs &amp; Maint. - Hardware/Software</td>
<td>880,000</td>
<td>744,224</td>
<td>84.6%</td>
</tr>
<tr>
<td>Copying/Printing</td>
<td>255,000</td>
<td>213,896</td>
<td>83.9%</td>
</tr>
<tr>
<td>Property Appraiser's Fee</td>
<td>325,000</td>
<td>376,453</td>
<td>115.8%</td>
</tr>
<tr>
<td>Tax Collector's Fee</td>
<td>890,000</td>
<td>863,481</td>
<td>97.0%</td>
</tr>
<tr>
<td>Supplies</td>
<td>550,000</td>
<td>594,967</td>
<td>108.2%</td>
</tr>
<tr>
<td>Supplies-Hardware/Software</td>
<td>350,000</td>
<td>252,762</td>
<td>72.2%</td>
</tr>
<tr>
<td>Memberships</td>
<td>20,000</td>
<td>12,487</td>
<td>62.4%</td>
</tr>
<tr>
<td><strong>Total Operating</strong></td>
<td>10,839,000</td>
<td>9,064,975</td>
<td>83.6%</td>
</tr>
<tr>
<td><strong>CAPITAL OUTLAY</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Building and Improvements</td>
<td>2,875,000</td>
<td>732,716</td>
<td>25.5%</td>
</tr>
<tr>
<td>Equipment and Furniture</td>
<td>150,000</td>
<td>165,930</td>
<td>110.6%</td>
</tr>
<tr>
<td>Hardware/Software</td>
<td>550,000</td>
<td>246,882</td>
<td>44.9%</td>
</tr>
<tr>
<td><strong>Total Capital Outlay</strong></td>
<td>3,575,000</td>
<td>1,145,528</td>
<td>32.0%</td>
</tr>
<tr>
<td><strong>LIBRARY MATERIALS</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Materials - Restricted Contributions</td>
<td>10,000</td>
<td>12,213</td>
<td>122.1%</td>
</tr>
<tr>
<td>Materials - Other</td>
<td>4,500,000</td>
<td>3,183,792</td>
<td>70.8%</td>
</tr>
<tr>
<td><strong>Total Library Materials</strong></td>
<td>4,510,000</td>
<td>3,196,005</td>
<td>70.9%</td>
</tr>
<tr>
<td><strong>TRANSFER TO CAPITAL PROJECTS FUND</strong></td>
<td>3,300,000</td>
<td>2,750,000</td>
<td>83.3%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>47,143,000</td>
<td>36,406,210</td>
<td>77.2%</td>
</tr>
</tbody>
</table>
## ORANGE COUNTY LIBRARY DISTRICT
### CAPITAL PROJECTS FUND
#### Ten Months Ended July 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL</th>
<th>(10 months= 83.3%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>32,000</td>
<td>99,554</td>
<td>311.1%</td>
</tr>
<tr>
<td>Transfer from Operating Fund</td>
<td>3,300,000</td>
<td>2,750,000</td>
<td>83.3%</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>3,332,000</td>
<td>2,849,554</td>
<td>85.5%</td>
</tr>
</tbody>
</table>

<p>| | | | |
|                        |               |            |                     |
| <strong>EXPENDITURES</strong>       |               |            |                     |
| New Branch             | 250,000       | -          | 0.0%                |
| Reserves               | 3,082,000     | 2,849,554  | 92.5%               |
| <strong>TOTAL EXPENDITURES</strong> | 3,332,000     | 2,849,554  | 85.5%               |</p>
<table>
<thead>
<tr>
<th></th>
<th>ANNUAL</th>
<th>YTD</th>
<th>(10 months= 83.3%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>BUDGET</td>
<td>ACTUAL</td>
<td></td>
</tr>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>5,000</td>
<td>7,531</td>
<td>150.6%</td>
</tr>
<tr>
<td>TOTAL REVENUES</td>
<td>5,000</td>
<td>7,531</td>
<td>150.6%</td>
</tr>
<tr>
<td><strong>EXPENDITURES</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reserves-Building and Improvements</td>
<td>2,750</td>
<td>4,142</td>
<td>150.6%</td>
</tr>
<tr>
<td>Reserves - Technology</td>
<td>2,250</td>
<td>3,389</td>
<td>150.6%</td>
</tr>
<tr>
<td>TOTAL EXPENDITURES</td>
<td>5,000</td>
<td>7,531</td>
<td>150.6%</td>
</tr>
</tbody>
</table>
ORANGE COUNTY LIBRARY DISTRICT
PERMANENT FUND
Ten Months Ended July 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>ANNUAL BUDGET</th>
<th>YTD ACTUAL (10 months= 83.3%)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Investment Earnings</td>
<td>$25,000</td>
<td>$68,852</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>$25,000</td>
<td>$68,852</td>
</tr>
</tbody>
</table>

|                      |               |                                |
| **EXPENDITURES**     |               |                                |
| Equipment            | $50,000       | $50,000                        | -      |
| Reserves             | $25,000       | $18,852                        | 75.4%  |
| **TOTAL EXPENDITURES** | $25,000       | $68,852                        | 275.4% |
ORANGE COUNTY LIBRARY DISTRICT
OPERATING FUND
BALANCE SHEET - ASSETS
July 31, 2019

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash on Hand</td>
<td>14,419</td>
</tr>
<tr>
<td>Equity in Pooled Cash</td>
<td>778,157</td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>22,238,397</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>6,000</td>
</tr>
<tr>
<td>Interest Receivable</td>
<td></td>
</tr>
<tr>
<td>Inventory</td>
<td>155,055</td>
</tr>
<tr>
<td>Prepaids</td>
<td>210,929</td>
</tr>
<tr>
<td>Other Assets-Deposits</td>
<td>9,865</td>
</tr>
</tbody>
</table>

**TOTAL ASSETS** 23,412,822
## ORANGE COUNTY LIBRARY DISTRICT
### OPERATING FUND
#### BALANCE SHEET - LIABILITIES & FUND BALANCE
##### July 31, 2019

### LIABILITIES

<table>
<thead>
<tr>
<th>Liability</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>281,467</td>
</tr>
<tr>
<td>Accrued Wages Payable</td>
<td>495,676</td>
</tr>
<tr>
<td>Accrued Sales Tax</td>
<td>3,164</td>
</tr>
<tr>
<td>Accrued Fax Tax</td>
<td>306</td>
</tr>
<tr>
<td>Due To Friends of the Library</td>
<td>25</td>
</tr>
<tr>
<td><strong>Employee Payroll Deductions:</strong></td>
<td></td>
</tr>
<tr>
<td>United Appeal</td>
<td>139</td>
</tr>
<tr>
<td>Dental Insurance</td>
<td>1,314</td>
</tr>
<tr>
<td>Vision Plan</td>
<td>1,764</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td></td>
</tr>
<tr>
<td>Weight Watchers</td>
<td>381</td>
</tr>
<tr>
<td>Daughters of American Revolution</td>
<td>139</td>
</tr>
<tr>
<td>Staff Association</td>
<td>414</td>
</tr>
<tr>
<td><strong>TOTAL LIABILITIES</strong></td>
<td><strong>784,789</strong></td>
</tr>
</tbody>
</table>

### FUND BALANCE

<table>
<thead>
<tr>
<th>Nonspendable:</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inventory</td>
<td>155,055</td>
</tr>
<tr>
<td>Prepaid Items and Deposits</td>
<td>220,794</td>
</tr>
<tr>
<td>Annetta O'B Walker Trust Fund</td>
<td>4,000</td>
</tr>
<tr>
<td>A.P. Phillips Memorial Fund</td>
<td>100,000</td>
</tr>
<tr>
<td>Willis H. Warner Memorial Fund</td>
<td>33,712</td>
</tr>
<tr>
<td>Perce C. and Mary M. Gullett Memorial Fund</td>
<td>19,805</td>
</tr>
<tr>
<td><strong>Committed:</strong></td>
<td></td>
</tr>
<tr>
<td>Vivian Esch Estate Fund</td>
<td>44,198</td>
</tr>
<tr>
<td>Edmund L. Murray Estate Fund</td>
<td>724,689</td>
</tr>
<tr>
<td>Arthur Sondheim Estate Fund</td>
<td>39,941</td>
</tr>
<tr>
<td>Strategic Plan</td>
<td>4,000,000</td>
</tr>
<tr>
<td><strong>Assigned:</strong></td>
<td></td>
</tr>
<tr>
<td>Fiscal Year 2019 Budget</td>
<td>323,000</td>
</tr>
<tr>
<td>Unassigned</td>
<td>7,018,963</td>
</tr>
<tr>
<td>Current Year Revenue over Expenditures</td>
<td>9,943,876</td>
</tr>
<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td><strong>22,628,033</strong></td>
</tr>
</tbody>
</table>

**TOTAL LIABILITIES & FUND BALANCE** 23,412,822
# ORANGE COUNTY LIBRARY DISTRICT
## MONTHLY ROLLOVER
### July 31, 2019

<table>
<thead>
<tr>
<th></th>
<th>BALANCE 06/30/19</th>
<th>RECEIPTS</th>
<th>DISBURSE</th>
<th>BALANCE 07/31/19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OPERATING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Cash</td>
<td>518,639</td>
<td>3,286,756</td>
<td>3,027,238</td>
<td>778,157</td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>24,964,258</td>
<td>39,138</td>
<td>2,765,000</td>
<td>22,238,397</td>
</tr>
<tr>
<td></td>
<td>25,482,897</td>
<td>3,325,895</td>
<td>5,792,238</td>
<td>23,016,554</td>
</tr>
<tr>
<td><strong>SINKING</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>513,006</td>
<td>755</td>
<td>-</td>
<td>513,762</td>
</tr>
<tr>
<td><strong>CAPITAL PROJECTS</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>7,933,259</td>
<td>286,480</td>
<td>-</td>
<td>8,219,740</td>
</tr>
<tr>
<td><strong>SELF FUNDED HEALTH</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Equity in Pooled Cash</td>
<td>235,355</td>
<td>248,496</td>
<td>243,022</td>
<td>240,829</td>
</tr>
<tr>
<td>Claims Payment Checking Account</td>
<td>72,000</td>
<td>206,112</td>
<td>206,112</td>
<td>72,000</td>
</tr>
<tr>
<td>Equity in Pooled Investments</td>
<td>4,243,512</td>
<td>6,249</td>
<td>-</td>
<td>4,249,761</td>
</tr>
<tr>
<td></td>
<td>4,550,867</td>
<td>460,857</td>
<td>449,134</td>
<td>4,562,590</td>
</tr>
</tbody>
</table>
## ORANGE COUNTY LIBRARY DISTRICT
### GENERAL POOLED INVESTMENTS
#### July 31, 2019

<table>
<thead>
<tr>
<th>INVESTMENT TYPE</th>
<th>DOLLARS</th>
</tr>
</thead>
<tbody>
<tr>
<td>US TREASURY SECURITIES</td>
<td>12,965,585</td>
</tr>
<tr>
<td>MONEY MARKET FUNDS</td>
<td></td>
</tr>
<tr>
<td>Federated Treasury Obligations Fund</td>
<td>671,210</td>
</tr>
<tr>
<td>Federated Government Obligations Fund</td>
<td>1,078,984</td>
</tr>
<tr>
<td>LOCAL GOVERNMENT INVESTMENT POOLS</td>
<td></td>
</tr>
<tr>
<td>Florida Safe</td>
<td>11,005,596</td>
</tr>
<tr>
<td>Florida Prime (SBA)</td>
<td>9,500,285</td>
</tr>
<tr>
<td>TOTAL</td>
<td>35,221,660</td>
</tr>
</tbody>
</table>

- US Treasury Securities, 37%
- Federated Treasury Obligations Fund, 2%
- Federated Government Obligations Fund, 3%
- Florida Safe, 31%
- Florida Prime, 27%
- US Treasury Securities, 37%
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Dashboard: July 2019
Monthly Report for July 2019

Digital usage was up 11% comparing July 2019 to July 2018. This continues the trend of increased usage of our digital resources and we set a new overall record with 204,963 checkouts in one month. Records were set with OverDrive having 135,761 checkouts, Hoopla with 25,806, and Kanopy with 1,848. We have had over 870,000 checkouts in OverDrive so far this calendar year.

The Virtual Library Card has its first private school, Foundation Academy in Winter Garden. There are 425 middle and high school students and 47 teachers enrolled. They are considering the addition of elementary students.

United States Passport application processing, including pictures, will be available by appointment only at the Main Library beginning on September 11th.
Events & Class Attendance

### Event Attendance

<table>
<thead>
<tr>
<th>Location</th>
<th>2019</th>
<th>2018</th>
<th>% Change</th>
<th>2019</th>
<th>2018</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando Public Library</td>
<td>9,896</td>
<td>7,315</td>
<td>35.3%</td>
<td>2,055</td>
<td>2,189</td>
<td>-6.1%</td>
</tr>
<tr>
<td>Chickasaw</td>
<td>10,171</td>
<td>9,588</td>
<td>6.1%</td>
<td>228</td>
<td>470</td>
<td>-51.5%</td>
</tr>
<tr>
<td>South Creek</td>
<td>7,775</td>
<td>6,934</td>
<td>11.8%</td>
<td>509</td>
<td>368</td>
<td>38.3%</td>
</tr>
<tr>
<td>Altosvá</td>
<td>6,084</td>
<td>4,780</td>
<td>27.3%</td>
<td>580</td>
<td>586</td>
<td>-1.0%</td>
</tr>
<tr>
<td>Winter Garden</td>
<td>4,965</td>
<td>3,275</td>
<td>51.6%</td>
<td>600</td>
<td>379</td>
<td>58.3%</td>
</tr>
<tr>
<td>South Trail</td>
<td>4,981</td>
<td>4,310</td>
<td>15.6%</td>
<td>274</td>
<td>286</td>
<td>-7.4%</td>
</tr>
<tr>
<td>Southeast</td>
<td>3,725</td>
<td>3,282</td>
<td>13.5%</td>
<td>699</td>
<td>610</td>
<td>14.6%</td>
</tr>
<tr>
<td>Southwest</td>
<td>3,830</td>
<td>4,213</td>
<td>-9.1%</td>
<td>482</td>
<td>480</td>
<td>0.4%</td>
</tr>
<tr>
<td>Fairview Shores</td>
<td>3,509</td>
<td>3,255</td>
<td>7.8%</td>
<td>204</td>
<td>243</td>
<td>-16.0%</td>
</tr>
<tr>
<td>Hiawassee</td>
<td>3,060</td>
<td>2,980</td>
<td>2.7%</td>
<td>234</td>
<td>293</td>
<td>-20.1%</td>
</tr>
<tr>
<td>North Orange</td>
<td>2,899</td>
<td>3,819</td>
<td>-24.1%</td>
<td>206</td>
<td>294</td>
<td>-29.9%</td>
</tr>
<tr>
<td>Windermere</td>
<td>2,486</td>
<td>1,759</td>
<td>41.3%</td>
<td>394</td>
<td>304</td>
<td>29.6%</td>
</tr>
<tr>
<td>Washington Park</td>
<td>1,649</td>
<td>2,100</td>
<td>-21.5%</td>
<td>264</td>
<td>140</td>
<td>88.6%</td>
</tr>
<tr>
<td>West Oaks</td>
<td>1,589</td>
<td>1,386</td>
<td>14.6%</td>
<td>266</td>
<td>231</td>
<td>15.2%</td>
</tr>
<tr>
<td>Herndon</td>
<td>1,476</td>
<td>1,291</td>
<td>14.3%</td>
<td>162</td>
<td>324</td>
<td>-50.0%</td>
</tr>
<tr>
<td>Eatonville</td>
<td>427</td>
<td>1,157</td>
<td>-63.1%</td>
<td>65</td>
<td>61</td>
<td>6.6%</td>
</tr>
<tr>
<td>Online</td>
<td>-</td>
<td>-</td>
<td>0.0%</td>
<td>36</td>
<td>39</td>
<td>-7.7%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>68,522</td>
<td>61,464</td>
<td>11.5%</td>
<td>7,258</td>
<td>7,307</td>
<td>-0.7%</td>
</tr>
</tbody>
</table>

### Class Attendance

<table>
<thead>
<tr>
<th>Location</th>
<th>2019</th>
<th>2018</th>
<th>% Change</th>
<th>2019</th>
<th>2018</th>
<th>% Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orlando Public Library</td>
<td>2,055</td>
<td>2,189</td>
<td>-6.1%</td>
<td>36,840</td>
<td>37,750</td>
<td>-2.4%</td>
</tr>
<tr>
<td>Chickasaw</td>
<td>228</td>
<td>470</td>
<td>-51.5%</td>
<td>1,968</td>
<td>1,884</td>
<td>4.4%</td>
</tr>
<tr>
<td>South Creek</td>
<td>509</td>
<td>368</td>
<td>38.3%</td>
<td>1,365</td>
<td>1,296</td>
<td>5.3%</td>
</tr>
<tr>
<td>Altosvá</td>
<td>580</td>
<td>586</td>
<td>-1.0%</td>
<td>1,638</td>
<td>1,645</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Winter Garden</td>
<td>600</td>
<td>379</td>
<td>58.3%</td>
<td>1,514</td>
<td>1,274</td>
<td>18.8%</td>
</tr>
<tr>
<td>South Trail</td>
<td>274</td>
<td>286</td>
<td>-7.4%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>Southeast</td>
<td>699</td>
<td>610</td>
<td>14.6%</td>
<td>1,638</td>
<td>1,645</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Southwest</td>
<td>482</td>
<td>480</td>
<td>0.4%</td>
<td>1,514</td>
<td>1,645</td>
<td>-8.0%</td>
</tr>
<tr>
<td>Fairview Shores</td>
<td>204</td>
<td>243</td>
<td>-16.0%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>Hiawassee</td>
<td>234</td>
<td>293</td>
<td>-20.1%</td>
<td>1,638</td>
<td>1,645</td>
<td>-0.4%</td>
</tr>
<tr>
<td>North Orange</td>
<td>206</td>
<td>294</td>
<td>-29.9%</td>
<td>1,514</td>
<td>1,645</td>
<td>-8.0%</td>
</tr>
<tr>
<td>Windermere</td>
<td>394</td>
<td>304</td>
<td>29.6%</td>
<td>1,638</td>
<td>1,645</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Washington Park</td>
<td>264</td>
<td>140</td>
<td>88.6%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>West Oaks</td>
<td>266</td>
<td>231</td>
<td>15.2%</td>
<td>1,638</td>
<td>1,645</td>
<td>-0.4%</td>
</tr>
<tr>
<td>Herndon</td>
<td>162</td>
<td>324</td>
<td>-50.0%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>Eatonville</td>
<td>65</td>
<td>61</td>
<td>6.6%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>Online</td>
<td>36</td>
<td>39</td>
<td>-7.7%</td>
<td>1,968</td>
<td>2,081</td>
<td>-5.9%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>7,258</td>
<td>7,307</td>
<td>-0.7%</td>
<td>52,800</td>
<td>52,760</td>
<td>0.0%</td>
</tr>
</tbody>
</table>

Social Media saw an increase of 25.09% for July 2019.

In July, we focused our attention on promotions for the Moon Landing Celebration, which was attended by 555 people. The event created buzz on social media. We received several mentions and tags on Instagram Stories and Instagram from customers who dressed up in costume. As a lead-up to the event, we shared articles and links to library materials on Twitter and Facebook that covered the history of this milestone. During the month, we also continued building our social media series, These Three Things. We added two new staff members, Glen Saunders and Tony Orrego, to our talent lineup. We have finally visited all 16 library locations in this series and will move on to our Local Wanderer partner venues as of next month. On Instagram, we received 2,318 viewers this month. And on Facebook, we received 2,220 viewers.
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Action Items
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Strategic Plan: FY 2020 – FY 2022
I. Issue Statement
As we continue to look at the future for the Library, there is a need to have a plan to move forward and continue to be relevant to the community. The result of joint staff efforts is this updated Strategic Plan. The Library Board is being asked to adopt the updated three year Strategic Plan for fiscal years 2020 to 2022.

II. Background
In order to calibrate the future, OCLS needs to have a strong, dynamic and comprehensive Strategic Plan. The Strategic Plan is also a requirement of the State Library of Florida in order to remain eligible for the annual State Aid to Libraries. OCLS received $830,417 in State Aid for FY 2019.

III. Options
Option 1: Adopt the updated Strategic Plan to chart future development and growth at OCLS.
Advantages:
• The library will have a plan in place for navigation into the future, which will enable it to target its resources to the most critical areas.
• The library will remain eligible for State Aid to Libraries from the State Library of Florida.
Disadvantages:
• The library will need to educate all staff and the public on the updated strategic plan.

Option 2: Do not adopt the updated Strategic Plan.
Advantages:
• The library will not need to educate staff and the public.
Disadvantages:
• The library will not be as attuned to new challenges and will lose State Aid for FY 2020.

Recommendation:
Staff recommend adoption of Option 1, to adopt the updated Strategic Plan for 2020-2022.
RESOLUTION TO ADOPT THE PROPOSED LIBRARY STRATEGIC PLAN.

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, Orange County Florida, held in the city of Orlando, on the 8th day of August 2019, at 6:00 pm, prevailing Eastern Time.

PRESENT:

ABSENT:

The Board Resolves:

1. To adopt the updated Library Strategic Plan for FY 2020 to FY 2022.

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

_____________________________
Secretary
<table>
<thead>
<tr>
<th>Strategic Area One</th>
<th>Improve the Customer Experience, establishing OCLS as a friendly, welcoming and community centric service.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Debbie Tour</td>
<td><strong>A. Establish an ongoing customer service training program</strong></td>
</tr>
<tr>
<td></td>
<td><strong>FY 2020</strong></td>
</tr>
<tr>
<td></td>
<td>1. Provide inclusiveness training for all staff</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate on-boarding / orientation program</td>
</tr>
<tr>
<td></td>
<td>3. Promote the OCLS customer service story</td>
</tr>
<tr>
<td></td>
<td><strong>FY 2021</strong></td>
</tr>
<tr>
<td></td>
<td>1. Provide training for employees on techniques for interviewing customers</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate and update customer service standards</td>
</tr>
<tr>
<td></td>
<td>3. Evaluate service standards such as call wait times, computer wait times, check out wait times, claims processing times, setting standards</td>
</tr>
<tr>
<td></td>
<td>4. Provide staff training on customer service</td>
</tr>
<tr>
<td></td>
<td><strong>FY 2022</strong></td>
</tr>
<tr>
<td></td>
<td>1. Develop Spanish and Creole for staff (modules in SumTotal)</td>
</tr>
<tr>
<td></td>
<td>2. Celebrate Customer Service Standards Program</td>
</tr>
<tr>
<td></td>
<td>3. Rules of Conduct staff training</td>
</tr>
<tr>
<td>Bethany Stone</td>
<td><strong>B. Evolve the Mystery Shopper program to be a customer feedback based metric which delivers on customer-centric attributes. Engage in an ongoing program of customer feedback.</strong></td>
</tr>
<tr>
<td></td>
<td><strong>FY 2020</strong></td>
</tr>
<tr>
<td></td>
<td>1. Evaluate effectiveness of shopper program / content</td>
</tr>
<tr>
<td></td>
<td>2. Investigate Customer Relation Management (CRM) software for potential use</td>
</tr>
<tr>
<td></td>
<td>3. Explore expanding the Mystery Shopper program to include technology classes and library events</td>
</tr>
<tr>
<td></td>
<td><strong>FY 2021</strong></td>
</tr>
<tr>
<td></td>
<td>1. Develop staff training and implement Customer Relationship Management (CRM) software</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate various customer feedback methods and update as necessary</td>
</tr>
<tr>
<td></td>
<td>3. Enhance customer-driven staff recognition program</td>
</tr>
<tr>
<td></td>
<td><strong>FY 2022</strong></td>
</tr>
<tr>
<td></td>
<td>1. Evolve the customer relationship strategy based on CRM feedback</td>
</tr>
<tr>
<td></td>
<td>2. Gather customer feedback on key library touch points and adjust as needed</td>
</tr>
<tr>
<td></td>
<td>3. Explore opportunities to enhance and expand the agile survey techniques used in the feedback process</td>
</tr>
<tr>
<td>Steve Powell</td>
<td><strong>C. Provide inviting facilities to fulfill community needs</strong></td>
</tr>
<tr>
<td></td>
<td><strong>FY 2020</strong></td>
</tr>
<tr>
<td></td>
<td>1. Continue to identify location(s) for a new furniture and space use plan</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate customer service furniture and space usage</td>
</tr>
<tr>
<td></td>
<td>3. Evaluate brand consistency and set a standard for branch décor</td>
</tr>
<tr>
<td></td>
<td>4. Develop and implement exterior signage / wayfinding</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>5.</td>
<td>Explore notary services</td>
</tr>
<tr>
<td>6.</td>
<td>Reconfigure the Main Lobby</td>
</tr>
</tbody>
</table>

**FY 2021**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Implement the space usage plan with a focus on the specific needs of the community</td>
</tr>
<tr>
<td>2.</td>
<td>Explore the opportunity to create outdoor programming space(s)</td>
</tr>
<tr>
<td>3.</td>
<td>Implement the customer service furniture and space usage plan</td>
</tr>
<tr>
<td>4.</td>
<td>Evaluate renovation needs</td>
</tr>
</tbody>
</table>

**FY 2022**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Explore solar opportunities</td>
</tr>
<tr>
<td>2.</td>
<td>Develop partnerships with plant nurseries to educate the community and create a welcoming environment</td>
</tr>
<tr>
<td>3.</td>
<td>Explore renovation needs</td>
</tr>
<tr>
<td>4.</td>
<td>Evaluate utilization of furniture and repurpose under-utilized pieces</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Steve Powell</th>
<th>D. Enhance the on-boarding experience for new customers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>FY 2020</td>
</tr>
<tr>
<td>1.</td>
<td>Implement a new ILS</td>
</tr>
<tr>
<td>2.</td>
<td>Evaluate fines and fees programs</td>
</tr>
<tr>
<td>3.</td>
<td>Implement Passport services at Main</td>
</tr>
<tr>
<td>4.</td>
<td>Explore new library cards</td>
</tr>
<tr>
<td>5.</td>
<td>Evaluate monthly subscription for fee cards</td>
</tr>
<tr>
<td>6.</td>
<td>Explore the development of 360° location video tours and infomercials</td>
</tr>
</tbody>
</table>

**FY 2021**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Go-live with a new ILS Pilot test an onboarding orientation (online and in person)</td>
</tr>
<tr>
<td>2.</td>
<td>Evaluate creating videos that are sent with reminder messages that detail “how to” regarding the reminder</td>
</tr>
<tr>
<td>3.</td>
<td>Review the ROC from a customer perspective</td>
</tr>
<tr>
<td>4.</td>
<td>Explore the possibility of developing a member incentive program to celebrate customer milestones</td>
</tr>
<tr>
<td>5.</td>
<td>Evaluate an onboarding orientation video (online and in person)</td>
</tr>
</tbody>
</table>

**FY 2022**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Evaluate subscription levels within Wise</td>
</tr>
<tr>
<td>2.</td>
<td>Explore geo-location services for physical materials within a location</td>
</tr>
<tr>
<td>3.</td>
<td>Transition customers away from Library card number to a username and password model dependent on software</td>
</tr>
<tr>
<td>4.</td>
<td>Evaluate ILS operations</td>
</tr>
<tr>
<td>5.</td>
<td>Implement the member incentive program</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Strategic Area Two</th>
<th>Increase awareness of OCLS and what is offered</th>
</tr>
</thead>
<tbody>
<tr>
<td>Erin Sullivan</td>
<td>A. Develop a strategic marketing plan</td>
</tr>
</tbody>
</table>

**FY 2020**
<table>
<thead>
<tr>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Evaluate marketing staffing</td>
</tr>
<tr>
<td>2. Evaluate marketing plan and brand book for currency</td>
</tr>
<tr>
<td>3. Design marketing materials and messages for new target audiences</td>
</tr>
<tr>
<td>4. Analyze Census data to evaluate customer demographics and determine</td>
</tr>
<tr>
<td>target audiences for OCLS</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Re-evaluate customer demographics based on new ILS</td>
</tr>
<tr>
<td>2. Confirm accuracy of marketing plan and update as necessary</td>
</tr>
<tr>
<td>3. Confirm brand marketing across all locations and adjust as necessary</td>
</tr>
<tr>
<td>4. Evaluate marketing staffing and the need for additional marketing</td>
</tr>
<tr>
<td>/ partner building</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Erin Sullivan B. Leverage storytelling</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020</td>
</tr>
<tr>
<td>1. Explore storytelling as a marketing tool</td>
</tr>
<tr>
<td>2. Find opportunities to increase user engagement and refine</td>
</tr>
<tr>
<td>ambassador program</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Highlight user stories in an annual fundraising efforts</td>
</tr>
<tr>
<td>2. Gather feedback to help determine new ways to leverage storytelling</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Identify local celebrities, sports figures, politicians and</td>
</tr>
<tr>
<td>influential people to engage in library marketing</td>
</tr>
<tr>
<td>2. Explore opportunities to promote library PSAs and stories in new</td>
</tr>
<tr>
<td>places, like movie theaters, Fringe Festival, public media outlets</td>
</tr>
<tr>
<td>and hospital waiting rooms</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Erin Sullivan C. Community outreach that builds awareness</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020</td>
</tr>
<tr>
<td>1. Evaluate and refine standards for successful outreach</td>
</tr>
<tr>
<td>2. Cultivate staff to participate in speaking engagements for the</td>
</tr>
<tr>
<td>library</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Expand partnerships with community partners, such as neighborhood</td>
</tr>
<tr>
<td>centers, Boys &amp; Girls Clubs and other like-minded organizations</td>
</tr>
<tr>
<td>2. Evaluate existing partnerships and refine as needed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2022</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Evaluate existing partnerships and refine as needed</td>
</tr>
<tr>
<td>2. Evaluate standards for successful outreach and refine as needed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Erin Sullivan D. Empower employees to be ambassadors for OCLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2020</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2021</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Evaluate customer demographics and determine target audiences for</td>
</tr>
<tr>
<td>OCLS</td>
</tr>
<tr>
<td>2. Explore new marketing trends and opportunities</td>
</tr>
<tr>
<td>3. Evaluate marketing plan and brand book and fine tune as needed</td>
</tr>
<tr>
<td>4. Evaluate multicultural marketing efforts</td>
</tr>
<tr>
<td>1. Identify boards and community organizations that library staff could become involved with to strengthen relationship with the community</td>
</tr>
<tr>
<td>2. Train staff for interviews for TV &amp; radio</td>
</tr>
<tr>
<td>3. Ignite staff library card signup contest campaign</td>
</tr>
</tbody>
</table>

**FY 2021**

| 1. Create plan to offer recognition to staff who are outstanding ambassadors for the library |
| 2. Create staff ambassador mentorship |

**FY 2022**

| 1. Provide staff ambassadorship program / training in SumTotal |
| 2. Engage all library locations to participate in promotion during National Library Week |

### Strategic Area Three: Deliver experiences that offer opportunities to help the community learn and grow

#### Debbie Tour

**A. Kindergarten preparedness**

**FY 2020**

| 1. Explore offerings to local daycares |
| 2. Evaluate K-Ready and revamp |
| 3. Explore and implement additional ways to prepare children for Kindergarten |

**FY 2021**

| 1. Create and test new curriculum for K-Ready |
| 2. Leverage Beanstack programs to promote materials to early learners |
| 3. Explore opportunities with VPK to increase involvement |

**FY 2022**

| 1. Explore opportunities with local organizations to share library resources |
| 2. Present new curriculum for K-Ready at branches |
| 3. Develop library field trip curriculum geared towards VPK classes |

#### Debbie Tour

**B. Early and family learning**

**FY 2020**

| 1. Expand current annual large-scale family events to increase attendance |
| 2. Create opportunities for hands-on interactive experiences at each location for walk-in customers |
| 3. Develop and provide staff training on early literacy principles and practices |
| 4. Evaluate the program wiki and consider revamping for ease of use |

**FY 2021**

| 1. Evaluate and revamp the Fall and Spring Family Fun series |
| 2. Survey users and evaluate resources for early literacy to identify gaps to meet the community’s need |
| 3. Explore offering special events for children with special needs |
| 4. Expand Youth Services staff training to enhance public programming |

**FY 2022**
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Evaluate survey results and develop a plan of action to address the gaps</td>
</tr>
<tr>
<td>2.</td>
<td>Explore collaborative spaces for children with special needs.</td>
</tr>
<tr>
<td>Danielle King</td>
<td><strong>C. Provide experiences to enhance life skills</strong></td>
</tr>
<tr>
<td>FY 2020</td>
<td>1. Look at current trends for program and class ideas</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate partnerships and opportunities to connect customers with social services</td>
</tr>
<tr>
<td></td>
<td>3. Continue to research, pursue and evaluate grant opportunities</td>
</tr>
<tr>
<td></td>
<td>4. Implement system-wide training plan for ESOL offerings</td>
</tr>
<tr>
<td>FY 2021</td>
<td>1. Evaluate success of meet-up groups system-wide</td>
</tr>
<tr>
<td></td>
<td>2. Seek and apply for new grant opportunities</td>
</tr>
<tr>
<td></td>
<td>3. Explore the possibility of developing virtual tools to enhance ESOL offerings</td>
</tr>
<tr>
<td>FY 2022</td>
<td>1. Evaluate events / classes for various generational needs</td>
</tr>
<tr>
<td></td>
<td>2. Develop and offer life skills / DIY classes using a digital platform</td>
</tr>
<tr>
<td>Ricardo Viera</td>
<td><strong>D. Provide service delivery via technology</strong></td>
</tr>
<tr>
<td>FY 2020</td>
<td>1. Explore and implement alternatives to traditional services</td>
</tr>
<tr>
<td></td>
<td>2. Update Technology plan</td>
</tr>
<tr>
<td></td>
<td>3. Evaluate public PC needs to free up space for workspaces and charging areas</td>
</tr>
<tr>
<td></td>
<td>4. Implement a phishing network security education strategy for staff</td>
</tr>
<tr>
<td>FY 2021</td>
<td>1. Explore and implement alternatives to traditional services</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate Technology plan for currency</td>
</tr>
<tr>
<td></td>
<td>3. Evaluate public PC needs to free up space for workspaces and charging areas</td>
</tr>
<tr>
<td>FY 2022</td>
<td>1. Explore and implement alternatives to traditional services</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate print / scanner / fax services</td>
</tr>
<tr>
<td>Kris Shoemaker</td>
<td><strong>E. Explore new potential locations, project revenues and capital resources to service the community</strong></td>
</tr>
<tr>
<td>FY 2020</td>
<td>1. Evaluate sites for acquisition / purchase in Horizon West and Southeast Orange County</td>
</tr>
<tr>
<td></td>
<td>2. Evaluate the need to expand or remodel library facilities</td>
</tr>
<tr>
<td>FY 2021</td>
<td>1. Hire architect / engineer to design new branch in Horizon West or Southeast Orange County</td>
</tr>
</tbody>
</table>
### FY 2022

1. Evaluate PEP pickup locations in East Orange County or pickup at customers address  
2. Evaluate need for a new location  
3. Build a “Lake Eola Meeting Space” on the roof of the old building. Flexible / combinable spaces  
4. Apply for grant money from CFHLA

---

### Bethany Stone  
**F. Partner with schools**

### FY 2020

1. Evaluate the success of the children’s initiative  
2. Evaluate field trip events and develop a plan to roll out to select branches  
3. Provide educational experiences for educators  
4. Expand library card options for educational facilities

### FY 2021

1. Research possibilities for school night events at locations (STEM Nights/Literacy Nights)  
2. Implement marketing strategies to promote field trips for all schools (public, private, charter, homeschool)  
3. Explore reaching new audiences for Library U experiences

### FY 2022

1. Partner with afterschool programs to offer library events at their locations  
2. Partner with UCF / Valencia educators

---

### Danielle King  
**G. Foster Innovation & New Services**

### FY 2020

1. Investigate and explore new ideas for innovation  
2. Offer Pop-Up library events in targeted communities  
3. Continue developing signature events

### FY 2021

1. Evaluate potential partnerships to support the Creative Village in Orlando  
2. Explore community art products / projects  
3. Evaluate circulating non-traditional collections

### FY 2022

1. Evaluate Melrose workshops to adapt to branches  
2. Evaluate Melrose equipment to improve services
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Board Meeting Schedule: FY 2020
Meeting Schedule for the
Orange County Library District Board of Trustees
FY 2020

All meetings are scheduled for 6:00 p.m. the second Thursday of the month
(unless otherwise indicated).
Meetings held at the Orlando Public Library will be
in the Albertson Room on the third floor.

<table>
<thead>
<tr>
<th>Date</th>
<th>Location</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 10, 2019</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>November 14, 2019</td>
<td>Fairview Shores Branch Library</td>
<td>902 Lee Road</td>
</tr>
<tr>
<td>December 11, 2019</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>January 9, 2020</td>
<td>Eatonville Branch Library</td>
<td>200 East Kennedy Boulevard</td>
</tr>
<tr>
<td>February 13, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>March 12, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>April 9, 2020</td>
<td>Hiawassee Branch Library</td>
<td>7391 West Colonial Drive</td>
</tr>
<tr>
<td>May 14, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>June 11, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>July 9, 2020</td>
<td>Windermere Branch Library</td>
<td>530 Main Street</td>
</tr>
<tr>
<td>August 13, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
<tr>
<td>September 10, 2020</td>
<td>Orlando Public Library</td>
<td>101 East Central Boulevard</td>
</tr>
</tbody>
</table>

If any person desires to appeal any decision with respect to any matter considered at a Library Board of Trustees meeting, such person will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding due to a disability as defined by ADA may arrange for reasonable accommodations by contacting the Director’s Office on the fifth floor of the Main Library in person or by phone at 407.835.7611 at least two days prior to the meeting.
RESOLUTION TO APPROVE THE LIBRARY BOARD OF TRUSTEES MEETING SCHEDULE FOR FY 2020

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, Orange County Florida, held in the City of Orlando, on the 8th day of August, 2019, at 6:00 pm, prevailing Eastern time.

PRESENT:

ABSENT:

The Board Resolves:

1. To approve the Library Board of Trustees Meeting Schedule for FY 2020.

2. All resolutions that conflict with the provisions of this resolution are rescinded.

AYES:

NAYS:

RESOLUTION DECLARED ADOPTED:

_________________________________
Secretary
General Contractor Contract Approval For The Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Projects

I. ISSUE STATEMENT:

The General Contractor (GC) contracts for the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Projects need to be formally approved. Board approval is needed for the three (3) GC contracts between OCLS and Ruby Builders, Inc. The Board previously selected Ruby Builders Inc. as the GC and authorized staff to negotiate a contract for GC services.

II. BACKGROUND & SUMMARY:

The Library’s Southwest, South Trail and Southeast Branch locations have been in operation in excess of 20 years and are quite popular with the local patrons. With the heavy use comes wear and tear on their fixtures and thus the restroom areas at each location needs to be updated. The following selection process was used to select the three (3) firms presented for the Library Board review. The process creates a competition among GC firms based on their experience, qualifications and different project approaches.

A RFQ was issued on April 18, 2019 and on May 20, 2019 the Library received three (3) responses for the RFQ and all three (3) companies qualified. Axios Construction Services, LLC, J. Costa Group LLC and Ruby Builders Inc. made presentations to the Selection Committee on June 4, 2019. On June 13, 2019 the Board approved staff to negotiate a contract with Ruby Builders, Inc. and to bring the contract back to the Board for formal approval.

Since June 13, 2019, Ruby Builders, Inc. and OCLS have worked with our legal team and negotiated contracts for each of the locations (copies are attached). The three (3) contracts total $438,606 as follows:

- Southwest Branch $131,706
- South Trail Branch $159,701
- Southeast Branch $147,199

In addition to Ruby Builders, Inc. contracts, there are $142,000 in owner provided materials to save on overhead, profit, general conditions percentages (approximately 14%) and sales tax. The total cost of the three (3) projects will be approximately $580,000, plus a standard 10% contingency of $58,000, which will bring the total project estimate to $638,000.

The initial cost estimate provided in December 2018, gave price ranges of $425,000 to $475,000. The current construction market conditions have changed dramatically. We are seeing electrical costs of $55/sqft, where two years ago it was closer to $30/sqft. Finding and securing quality specialty subcontractors (ie: electricians and plumbers) is extremely hard and costly in Central Florida at the current time. On a good note, we were able to save approximately $12,000 by splitting the project into 3 separate contracts and thus eliminating the Payment and Performance Bond.

For staff to proceed, we seek three (3) actions from the Board:

- First, the Library Board is being asked to approve the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Projects budget of $638,000, modify it, or reject it.
Second, the Library Board is being asked to authorize staff to waive the Payment and Performance Bond Requirement (as allowed under F.S. 255.05) in the GC contracts for the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Project.

Third, the Library Board is being asked to authorize staff to execute the three (3) GC contracts with Ruby Builders, Inc. for the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Projects.

III. PROJECT BUDGET OPTIONS:

Option 1: Approve the Project Budget of $638,000

**Advantage:**
The GC services for the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Project will begin right away.

**Disadvantage:**
The Library may spend more than the original cost estimate.

Option 2: Reduce the Project Budget of $638,000.

**Advantage:**
The Library will save money.

**Disadvantage:**
The October 1, 2019 start date for Southwest Branch would be in jeopardy or lesser quality materials will be used.

Option 3: Reject the Project Budget of $638,000 and begin the cost estimation process again.

**Advantage:**
Other cost factors could be considered.

**Disadvantage:**
This will take more time, delaying the project, and might not produce a better result, including higher costs given the current construction market.

IV. PROJECT BUDGET RECOMMENDATION:

The Staff recommends Option #1.

V. PAYMENT and PERFORMANCE BOND OPTIONS:

Option 1: Approve waiving the Payment and Performance Bond Requirements

**Advantage:**
The Library saves approximately $12,000 on the project
**Disadvantage:**
The Library may spend more if the contractor does not perform or pay their sub-contractors.

**Option 2:** Require the Payment and Performance Bond Requirements

**Advantage:**
The Library is covered if the contractor does not perform or pay their sub-contractors.

**Disadvantage:**
The Library spends approximately $12,000 more on the project

**VI. PROJECT BUDGET RECOMMENDATION:**

The Staff recommends Option #1.

**VII. CONTRACT EXECUTION OPTIONS:**

**Option 1:** Approve staff executing the three (3) contracts for GC services.

**Advantage:**
The projects start on time

**Disadvantage:**
The Library may spend more than originally anticipated.

**Option 2:** Renegotiate the three (3) Contracts for GC services

**Advantage:**
The Library may save some funds.

**Disadvantage:**
The projects are delayed and the Library is not assured of any cost savings.

**VIII. PROJECT BUDGET RECOMMENDATION:**

The Staff recommends Option #1.
Board of Trustees of Orange County Library System
Resolution 19-102

General Contractor Contract Approval for the Southwest, South Trail and Southeast Branch Restroom and Staff Breakroom Refurbishment Projects

Minutes of a regular meeting of the Board of Trustees of the Orange County Library System, Orange County Florida, held in the City of Orlando, on the 8th of August 2019, at 6:00 pm, prevailing Eastern Time.

Present:

Absent:

The Board Resolves:

1. To approve the project budget of $638,000

2. To approve waiving of the Payment and Performance Bonds (as allowed in F.S. 255.05)

3. To approve staff to execute the three (3) contracts with Ruby Builders, Inc. for the project

4. All resolutions that conflict with the provisions of this resolution are rescinded.

Ayes:

Nays:

Resolution Declared Adopted:

_____________________________
Secretary
AGREEMENT made as of the 31st day of July in the year 2019
(In words, indicate day, month and year.)

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

Orange County Library District
101 East Central Blvd
Orlando, Florida 32801
Attn: Kristopher Shoemaker
407-325-4230 (c)
407-835-7650 (fax)
407-835-7314 (o)
shoemaker.kristopher@ocls.info

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

Ruby Builders Inc.
3939 Silver Star Road
Orlando, FL 32808
Attn: Jeff Suberman
407-293-8217
Contractors No.: CGC017011

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

Library Restroom and Staff Breakroom Renovations
South Trail Branch
4600 South Orange Blossom Trail
Orlando, FL 32839
Renovations: Public and Staff Restrooms and Staff Breakroom
( Note: This facility is located within Orange County Florida Jurisdiction )

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

RL Architecture, Inc
Ronald N Lang
FLAR0016218
301 South Sweetwater Cove Blvd
Longwood, FL 32779

The Owner and Contractor agree as follows.
TABLE OF ARTICLES

1  THE WORK OF THIS CONTRACT
2  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3  CONTRACT SUM
4  PAYMENT
5  DISPUTE RESOLUTION
6  ENUMERATION OF CONTRACT DOCUMENTS
7  GENERAL PROVISIONS
8  OWNER
9  CONTRACTOR
10  ARCHITECT
11  SUBCONTRACTORS
12  CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13  CHANGES IN THE WORK
14  TIME
15  PAYMENTS AND COMPLETION
16  PROTECTION OF PERSONS AND PROPERTY
17  INSURANCE AND BONDS
18  CORRECTION OF WORK
19  MISCELLANEOUS PROVISIONS
20  TERMINATION OF THE CONTRACT
21  CLAIMS AND DISPUTES

EXHIBIT A  DETERMINATION OF THE COST OF THE WORK

ARTICLE 1  THE WORK OF THIS CONTRACT
The Contractor shall execute and pay for the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Owner shall supply the following materials that are not included in the Contract Sum: floor tile, wall tile, and sinks.

ARTICLE 2  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)
The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement of the Work for the Project shall be November 1, 2019. Contractor shall only be allowed to perform Work for the Project from November 1, 2019 to November 30, 2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: November 30, 2019.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Fifty Nine Thousand Seven Hundred One and 00/100 Dollars ($159,701.00), subject to additions and deductions as provided in the Contract Documents. See Exhibit “B” for Contract Sum breakdown and clarifications.

For Change Orders or Construction Change Directive Work, the amount for overhead shall be a total of fifteen percent (15%) of the Cost of the Work that is added or deducted, respectively ("Contractor’s Fee"). Such Contractor’s Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor’s reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §14.5. Likewise, subcontractors shall not
add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily
genral conditions costs may be added in accordance with §14.5. However, fee shall not be reduced for deductive
Change Orders arising as a result of the Sales Tax Savings Program of Article 22, except fee shall be reduced on the
amount of the sales tax savings.

• For Change Order Work accomplished by the Contractor’s own forces, overhead and profit shall be a maximum of
10% of the Cost of the Work.
• For Change Order Work accomplished by Subcontractors, Subcontractor’s overhead and profit shall be a maximum
of 15% of the Cost of the Work.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract
Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the
Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other
alternates showing the amount for each and the date when that amount expires.)

Exhibit "B", if any.

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be
applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3 Cost of the Work Plus Contractor’s Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor’s Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed ($
 ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum
sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the
Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)
§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:  
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:  
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages. If the Contractor fails to substantially complete the Work before the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum equal to the (Contract Sum * 10%) / 365 per calendar day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor’s failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor’s delay in completing the Project.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment. *(Federal, state or local laws may require payment within a certain period of time.)*

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

10% retainage shall be withheld. At 50% completion of the Project, retainage shall be reduced to 5% for each subsequent progress payment in accordance with Florida Statutes Section 218.735. Upon Substantial Completion of the entire Work all retainage shall be released except 150% of the value of punch list Work, incomplete Work, and defective Work shall be withheld.

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

Per Florida Statute Chapter 218.

§ 4.2 Final Payment
§ 4.2.1 Contractor shall submit its final pay request within 45 days of Final Completion of the Project. Final payment, constituting the entire unpaid balance of the Contract Sum, less 150% of the value of punch list Work, shall be made by the Owner to the Contractor when

1. the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
2. the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;
3. the Contractor has delivered to the Owner a Contractor’s Final Affidavit pursuant to Florida Law and a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1;
4. Contractor has delivered to Owner a certification that the Work does not contain any asbestos; and
5. Contractor has delivered to Owner a certification from the Building Department that the building permit has been finalized and closed out.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, but in no event until all the conditions of § 4.2.1 have been met.

ARTICLE 5 DISPUTE RESOLUTION
§ 5.1 Binding Dispute Resolution
For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 21.6 of this Agreement
[ ] Litigation in a court of competent jurisdiction
[ ] Other (Specify)
If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6  ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

Not Used.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>none</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 6.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

As prepared by the Architect

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

1 Other Exhibits:

(Insert all boxes that apply.)

[ X ] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204–2017 incorporated into this Agreement.)
The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit A – Determination of the Cost of the Work for Change Orders</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Exhibit B - Breakdown of the Contract Sum and Clarifications</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 Drawings, specifications, Instruments of Service and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the property of Owner. The Owner shall retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s reserved rights.
§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 7.6 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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

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

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transaction.)

Electronic mail may be used by the parties using the email addresses in § 19.4 and § 19.5.
§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 n/a.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.
§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner’s Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner’s Right to Carry Out the Work
If the contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR
§ 9.1 Review of Contract Documents and Field Conditions by Contractor
§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures
§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
§ 9.3 Labor and Materials
§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. For a period of one (1) year after the date of Substantial Completion (and longer if extended warranties are provided in the Contract Documents for certain materials, equipment, and installations), the Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes
The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded, except the Owner will secure and pay for the initial building permits from Orange County Planning Department and the City of Orlando Permitting Department, thus these initial permit costs are not be included in the Contract Sum.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor’s costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor’s Construction Schedules
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and
Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals
§ 9.9.1 The Contractor shall review for compliance with theContract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor’s own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect’s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor’s Shop Drawings, Product Data, Samples, and similar submittals.

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

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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

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

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

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. However, any approvals, certificates, or decisions of the Architect are subject to the approval of Owner. At Owner’s discretion, the duties of the Architect described herein may be performed by the Owner or the Owner’s representative.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.
§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.
§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 Subject to the Owner’s written approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME
§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by fire, acts of God, abnormal adverse weather conditions not reasonably anticiptable, unavoidable casualties or any causes beyond the Contractor’s control or responsibility, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized, except for the per diem payment as described below. Contractor’s sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor’s reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion. Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor’s control and shall not be grounds for a delay claim. This Section does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated in the Contractor’s Schedule.
Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at the time. Extensions of time for weather delays will be considered only of such inclement weather exceeds that normally recorded by the National Weather Bureau for the same month and location.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;

.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;

.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;

.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment, the Owner’s occupancy requirements, and the date of Substantial Completion; and

.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor’s first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.
§ 15.3 Applications for Payment
§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fees.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.4 Certificates for Payment
§ 15.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.4.3. The Architect’s Certificate of Payment is subject to the approval of the Owner.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of .

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

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments
§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. As a condition to each progress payment the Contractor shall have furnished Owner with a partial lien waiver and release signed by Contractor, conditioned upon payment for all Work performed that is included in the current Application for Payment in the form attached to the Contract or if not attached, in a form approved by Owner, and shall have furnished Owner with partial unconditional lien waivers and releases signed by all subcontractors, suppliers, persons or entities furnishing any labor or material, equipment, services, and materials for the Project and for all Work performed by same that is included in the respective prior Application for Payment. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

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

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

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

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment
§ 15.7.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

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

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY
§ 16.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roads, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 9.15.
§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor’s Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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

1. damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
2. personal and advertising injury;
3. damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
4. bodily injury or property damage arising out of completed operations; and
5. the Contractor’s indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
§ 17.1.5 Workers’ Compensation at statutory limits.

§ 17.1.6 Employers’ Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Liability, Umbrella form</td>
<td>Three Million ($3,000,000)</td>
</tr>
</tbody>
</table>

§ 17.2 Owner’s Insurance

§ 17.2.1 Owner’s Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.
§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event Contractor shall pay such costs not covered because of the deductibles.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation
§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
</table>

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising hereunder as stipulated in the Contract Documents on the date of execution of the Contract. See Section 22.2 below for requirements.

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

ARTICLE 18 CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.
ARTICLE 19  MISCELLANEOUS PROVISIONS
§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner’s representative:
(Name, address, email address and other information)

Tami Berry
352-429-9079 (c)
407-835-7650 (fax)
407-835-7635 (o)
Berry.tami@oels.info

§ 19.5 The Contractor’s representative:
(Name, address, email address and other information)

Jeff Suberman
407-293-8217
jeffsuberman@Rubybuilders.com

§ 19.6 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 20  TERMINATION OF THE CONTRACT
§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor
.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. As the Contractor’s sole remedy hereunder, Owner shall pay the Contractor for the Work completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 20.4 In the event of any termination, the Contractor shall upon Owner’s request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

ARTICLE 21 CLAIMS AND DISPUTES
§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Venue for mediation shall be in County where the Project is located.

§ 21.2 Notice of Claims
§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims
The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3. Venue for any dispute shall be in the State Courts where the Project is located.
§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall in accordance with Florida Statutes.

§ 21.6 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract, except for Owner’s right to liquidated damages This mutual waiver includes

1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity and for loss of profit except anticipated profit arising directly from the Work properly performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except for Owner’s right to liquidated damages, as provided in this Agreement, for Contractor’s delay.

22. Other Provisions.

22.1 Owner shall be entitled to make any decision or approval required by this Agreement to made by the Architect. Any decision of Owner shall supersede any decision of the Architect. Any time Contractor shall be required to notify or report to Architect such notice or report shall be also be made to Owner.

22.2 Bonds. Bonds not required.

22.3. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

22.4 Discrimination Prohibited. The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

22.5 Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor’s Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

22.6 n/a.

22.7 Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner’s written rules and regulations regarding jobsite conduct.
22.8 Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

22.9 Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

22.10 The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

22.11 Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner’s property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

22.12 Sales Tax Savings Program. The Owner is a not-for-profit, tax exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed $5,000 in cost, Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors’ compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner’s Consumer Certificate of Exemption number. Owner shall acquire title to all Owner Purchased materials at the time same are delivered to the Project site. Owner shall obtain insurance on the Owner Purchased Materials and Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, safekeeping, handling, warranting, installation, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds. Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

The Owner agrees to indemnify and hold harmless the Contractor, its Subcontractors, vendors and suppliers from and against the payment of or liability for any sales or use taxes arising out of or resulting from the Owner purchasing materials for the Project under the Owner’s sales tax exempt status, and for which the Owner or the Contractor, Subcontractors, vendors or suppliers should become liable, but only upon the condition that Contractor has properly complied with the Owner’s written sales tax program procedures.

22.13 Contractor shall permit Owner to have reasonable access to Contractor’s records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

22.14 The Contractor shall ascertain, coordinate, and minimize interruptions to Owner’s library operations that exist on or near the Project sites. To avoid impacts to Owner’s library operations, Contractor has anticipated the need to use non-standard work hours and has included same in the Contract Sum. No claims for extras or requests for Change
Orders based upon premium or overtime work due to non-standard work hours as defined by this Section shall be submitted to Owner.

22.15 Sovereign Immunity. Owner is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that this Agreement imposes any liability upon Owner to Contractor, if at all, Owner’s obligation is subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and does not act as a waiver of Owner’s entitlement to sovereign immunity as a matter of statutory and common law.

22.16 The Contractor and the Contractor’s 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.

22.17 Prohibition against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

22.18 Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site. If damaged, Contractor shall restore same to its original condition after completion of the Work.

22.19 The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.

22.20 Public Entity Crime. Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

22.21 Scrutinized Companies List.
   a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner’s determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner’s determination of false certification by the Contractor.
   b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

22.22 Public Records.
   a. To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
      i. Keep and maintain public records required by Owner to perform the services under this Agreement.
ii. Upon request from Owner’s custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner’s custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor’s failure to comply with the terms of this Section.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER’S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, LOVEVIA WILLIAMS AT 101 E. CENTRAL BLVD. 5th Floor., ORLANDO, FLORIDA 32801, 5th FLOOR, ORLANDO, FLORIDA, williams_lovevia@ocls.info 407-835-7628.

22.23 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

22.24 Contractor represents that it is not on the State’s discriminatory vendor list and that for services related to this Agreement, Contractor shall not transact business with any entity that has been placed on the State’s discriminatory vendor list.

22.25 The obligations of Owner under this Agreement are subject to availability of funds lawfully appropriated for its purpose by the Owner’s Board of Trustees, or other specified funding source for this Agreement.

22.26 E-Verify. Prior to the employment of any person performing services under this Agreement, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the Contractor after the execution of the Agreement who are providing labor under the Agreement during the Agreement term; and, (b) all employees within the State of Florida of any of the Contractor’s subcontractors that are hired by those subcontractors after the execution of the Agreement who are providing labor under this Agreement. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under this Agreement.
This Agreement entered into as of the day and year first written above.

Orange County Library District

OWNER (Signature)
Kristopher S. Shoemaker, Chief Financial Officer

(Printed name and title)

Ruby Builders Inc.

CONTRACTOR (Signature)

(Printed name and title)
COST OF THE WORK

§ 6.1 Costs to Be Reimbursed
§ 6.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs
§ 6.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor’s principal or other offices shall be included in the Cost of the Work, identify below, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

None.

§ 6.2.3 Wages and salaries of the Contractor’s supervisory or administrative personnel (including Contractor’s Project Manager) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Prior to commencing the Work, the Contractor shall submit to the Owner for approval, a list of supervisory and field office personnel, their duties on the Work and their respective pay rates, and anticipated hours for the Project that will be assigned as a Cost of the Work. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 6.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Relocation and temporary out of town living costs of personnel, but only if approved by Owner in writing.
§ 6.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor or any related party owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Program Manager and Owner of rental equipment owned by the Contractor or a related party of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or a related party and the applicable rates for such equipment used on the Project during that period.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. There shall be no markup on these expenses.

§ 6.5.5 That portion of the reasonable expenses of the Contractor’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

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


User Notes: (843984749)
§ 6.5.7 Job site vehicle shall be limited to one per site or as agreed to in writing by the Owner. Rental rates for the job site vehicle shall include gas, maintenance, repairs, and taxes and licenses and shall not be billed separately. This single job site vehicle is in addition to the supervisors’ vehicle allowances.

(Paragraph deleted)

§ 6.6 Miscellaneous Costs

(Paragraph deleted)

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval. If the Owner optionally implements and funds directly an Owner Controlled Insurance Program (OCIP) for the Project, no insurance costs other than the insurance costs required in the OCIP contract provisions to be paid by Contractor shall be included in the Cost of the Work. However, the cost of the Performance and Payment Bonds required for the Contractor by this Agreement shall be included in the Cost of the Work.

(Paragraphs deleted)

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those to be provided by the Owner and those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of Section 6.7.3.

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

§ 6.6.6 Small tools shall be treated as a Cost item and are defined as those tools costing five hundred dollars ($500.00) or less. A record showing the disposition of these tools is to be on file at the Contractor’s office on the project site. Ownership of small tools not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.7 Deposits lost for causes other than the Contractor’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

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

§ 6.6.9 In lieu or renting certain items of equipment, machinery and tools, valued at more than five hundred dollars ($500.00) from the Contractor or other third parties, the Owner reserves the right to have those items purchased and maintained as a Cost of the Work. A record showing the disposition of these items is to be on file at the Contractor’s office on the project site. Ownership
of the items not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.10 Bond costs for Contractor’s subcontractors.

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

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

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:
 .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 6.2;
 .2 Expenses of the Contractor’s principal office and offices other than the site office;
 .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
 .4 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
 .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
 .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
 .7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
 .8 Costs for services incurred during the Preconstruction Phase, unless provided for in a separate Change Order.
 .9 Payments to Contractor’s employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.), including salary increases not identified in the Contractor’s bid proposal.
 .10 Technology, Data Processing, Project Specific Web Sites, or Project Management System Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
 .11 Any fees paid to Contractor organizations (AGC, ABC, etc.).
 .12 Contractor’s business license.
 .13 Recruitment or training costs of personnel.
 .14 Overtime expense of any salaried personnel.
.15 Except as provided in Section 6.7, any cost not specifically and expressly described in Section 6.
.16 Bond costs for Contractor’s suppliers.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, commissions, volume discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work.

(Table deleted)(Paragraphs deleted)
Exhibit "B"

South Trail

July 11, 2019

Kristopher Shoemaker
Orange County Public Library System
101 E Central Ave
Orlando, FL 32801

Dear Sir,

We propose to complete the South Trail Branch Libraries bathroom and breakroom renovations for:

Costs:
South Trail $159,701.00

Schedule:
South Trail November 1 to November 30

We include:
Stainless steel vanity supports
DensShield tile backer
Exterior floor protection
Interior dust protection for the bathroom areas
Water and electric service to remain operational

Not included:
Trough sinks
Wall and floor tile
VCT
Painting
Permit Fees
Bond

Sincerely,

Jeff Ruberman
Ruby Builders Inc
<table>
<thead>
<tr>
<th>CSI Section</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 1100</td>
<td>General Requirements</td>
<td>$ 4,325</td>
</tr>
<tr>
<td>01 1100</td>
<td>Supervision</td>
<td>$ 15,600</td>
</tr>
<tr>
<td>02 4113</td>
<td>Selective Demolition</td>
<td>$ 5,500</td>
</tr>
<tr>
<td>02 4113</td>
<td>Cutting and Patching</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>06 1000</td>
<td>Blocking</td>
<td>$ 950</td>
</tr>
<tr>
<td>05 5000</td>
<td>Metal supports for trough sink</td>
<td>$ 3,694</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Materials</td>
<td>$ 1,711</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Labor</td>
<td>$ 500</td>
</tr>
<tr>
<td>09 2900</td>
<td>Drywall, Tile backer board, acoustic ceilings</td>
<td>$ 9,998</td>
</tr>
<tr>
<td>09 5100</td>
<td>Acoustical Ceilings</td>
<td>in drywall</td>
</tr>
<tr>
<td>09 3000</td>
<td>Tile</td>
<td>nic</td>
</tr>
<tr>
<td>09 9000</td>
<td>Painting</td>
<td>nic</td>
</tr>
<tr>
<td>10 2114</td>
<td>Toilet Partitions</td>
<td>$ 12,931</td>
</tr>
<tr>
<td>10 2813</td>
<td>Toilet Accessories</td>
<td>in partitions</td>
</tr>
<tr>
<td>10 2013</td>
<td>Mirror Lux Mirrors</td>
<td>$ 4,075</td>
</tr>
<tr>
<td>12 3216</td>
<td>Casework</td>
<td>$ 4,877</td>
</tr>
<tr>
<td>21 13 13</td>
<td>Fire Sprinklers</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>22 00 00</td>
<td>Plumbing</td>
<td>$ 39,700</td>
</tr>
<tr>
<td>23 00 00</td>
<td>HVAC</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>26 00 00</td>
<td>Electrical</td>
<td>$ 21,625</td>
</tr>
<tr>
<td>28 46 00</td>
<td>Fire Alarm</td>
<td>$ 1,200</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>$ 132,686</td>
</tr>
<tr>
<td></td>
<td>OH &amp; P</td>
<td>$ 23,883</td>
</tr>
<tr>
<td></td>
<td>Insurance</td>
<td>$ 3,131</td>
</tr>
<tr>
<td></td>
<td>Bond</td>
<td>nic</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$ 159,701</td>
</tr>
<tr>
<td>General Condition</td>
<td>Quantity</td>
<td>U/M</td>
</tr>
<tr>
<td>---------------------</td>
<td>----------</td>
<td>-----</td>
</tr>
<tr>
<td>Protection Materials</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>Protection Labor</td>
<td>24</td>
<td>hrs</td>
</tr>
<tr>
<td>Clean Up</td>
<td>1</td>
<td>ls</td>
</tr>
<tr>
<td>Dumpster</td>
<td>3</td>
<td>loads</td>
</tr>
<tr>
<td>Temporary Toilets</td>
<td>1</td>
<td>mo</td>
</tr>
<tr>
<td>Printing</td>
<td>1</td>
<td>ls</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Staff Labor**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>80</td>
<td>hrs</td>
<td>$75.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Superintendent</td>
<td>160</td>
<td>hrs</td>
<td>$60.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$15,600.00</strong></td>
</tr>
</tbody>
</table>
AGREEMENT made as of the 31st day of July in the year 2019
(In words, indicate day, month and year.)

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

Orange County Library District
101 East Central Blvd
Orlando, Florida 32801
Attn: Kristopher Shoemaker
407-325-4230 (c)
407-835-7650 (fax)
407-835-7314 (o)
shoemaker.kristopher@ocls.info

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

Ruby Builders Inc.
3939 Silver Star Road
Orlando, FL 32808
Attn: Jeff Suberman
407-293-8217
Contractors No.: CGC017011

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

Library Restroom and Staff Breakroom Renovations
Southeast Branch
5755 South Semoran Blvd
Orlando, FL 32822
Renovations: Public and Staff Restrooms and Staff Breakroom
(Note: This facility is located within Orange County Florida Jurisdiction)

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

RLArchitecture, Inc
Ronald N Lang
FL#AR0016218
301 South Sweetwater Cove Blvd
Longwood, FL 32779

The Owner and Contractor agree as follows.

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

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

1 THE WORK OF THIS CONTRACT
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENT
5 DISPUTE RESOLUTION
6 ENUMERATION OF CONTRACT DOCUMENTS
7 GENERAL PROVISIONS
8 OWNER
9 CONTRACTOR
10 ARCHITECT
11 SUBCONTRACTORS
12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13 CHANGES IN THE WORK
14 TIME
15 PAYMENTS AND COMPLETION
16 PROTECTION OF PERSONS AND PROPERTY
17 INSURANCE AND BONDS
18 CORRECTION OF WORK
19 MISCELLANEOUS PROVISIONS
20 TERMINATION OF THE CONTRACT
21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT
The Contractor shall execute and pay for the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Owner shall supply the following materials that are not included in the Contract Sum: floor tile, wall tile, and sinks.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be:
(Choose one of the following boxes.)
The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement of the Work for the Project shall be December 1, 2019. Contractor shall only be allowed to perform Work for the Project from December 1, 2019 to December 31, 2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: December 31, 2019.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[ X ] Stipulated Sum, in accordance with Section 3.2 below

[ ] Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

[ ] Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Forty Seven Thousand One Hundred Ninety Nine and 00/100 Dollars ($147,199.00), subject to additions and deductions as provided in the Contract Documents. See Exhibit “B” for Contract Sum breakdown and clarifications.

For Change Orders or Construction Change Directive Work, the amount for overhead shall be a total of fifteen percent (15%) of the Cost of the Work that is added or deducted, respectively (“Contractor’s Fee”). Such Contractor’s Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor’s reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §14.5. Likewise, subcontractors shall not be prosecuted to the maximum extent possible under the law. This Document was produced by AIA software at 13:27:21 ET on 07/31/2019 under Order No.6292420416 which expires on 08/16/2019, and is not for resale.

User Notes:
add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily
general conditions costs may be added in accordance with §14.5. However, fee shall not be reduced for deductive
Change Orders arising as a result of the Sales Tax Savings Program of Article 22, except fee shall be reduced on the
amount of the sales tax savings.

• For Change Order Work accomplished by the Contractor’s own forces, overhead and profit shall be a maximum of
10% of the Cost of the Work.
• For Change Order Work accomplished by Subcontractors, Subcontractor’s overhead and profit shall be a maximum
of 15% of the Cost of the Work.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract
Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the
Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other
alternates showing the amount for each and the date when that amount expires.)

Exhibit "B", if any.

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be
applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3 Cost of the Work Plus Contractor’s Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor’s Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed ($ ), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum
sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the
Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)
§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages. If the Contractor fails to substantially complete the Work before the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum equal to the (Contract Sum * 10%)/365 per calendar day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor’s failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor’s delay in completing the Project.)

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty five (25) days after the Architect receives the Application for Payment. 

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retention from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retention from each Application for Payment and any terms for reduction of retention during the course of the Work. The amount of retention may be limited by governing law.)

10% retention shall be withheld. At 50% completion of the Project, retention shall be reduced to 5% for each subsequent progress payment in accordance with Florida Statutes Section 218.735. Upon Substantial Completion of the entire Work all retention shall be released except 150% of the value of punch list Work, incomplete Work, and defective Work shall be withheld.

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

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

Per Florida Statute Chapter 218.

§ 4.2 Final Payment

§ 4.2.1 Contractor shall submit its final pay request within 45 days of Final Completion of the Project. Final payment, constituting the entire unpaid balance of the Contract Sum, less 150% of the value of punch list Work, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;

.3 the Contractor has delivered to the Owner a Contractor’s Final Affidavit pursuant to Florida Law and a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1;

.4 Contractor has delivered to Owner a certification that the Work does not contain any asbestos; and

.5 Contractor has delivered to Owner a certification from the Building Department that the building permit has been finalized and closed out.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, but in no event until all the conditions of § 4.2.1 have been met.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)
If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

**ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS**

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

Not Used.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>none</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 6.1.6 The Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

As prepared by the Architect

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

1. Other Exhibits:

(Check all boxes that apply.)

[X] Exhibit A, Determination of the Cost of the Work.

[A] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017 incorporated into this Agreement.)
[ ] The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

[ ] Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – Determination of the Cost of the Work for Change Orders
Exhibit B - Breakdown of the Contract Sum and Clarifications

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

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

§ 7.3 The Work

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

§ 7.4 Instruments of Service

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 Drawings, specifications, Instruments of Service and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the property of Owner. The Owner shall retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s reserved rights.
§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 7.6 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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

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

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

Electronic mail may be used by the parties using the email addresses in § 19.4 and § 19.5.
§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 n/a.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.
§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner’s Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR

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

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures
§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
§ 9.3 Labor and Materials
§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. For a period of one (1) year after the date of Substantial Completion (and longer if extended warranties are provided in the Contract Documents for certain materials, equipment, and installations), the Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes
The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded, except the Owner will secure and pay for the initial building permits from Orange County Planning Department and the City of Orlando Permitting Department, thus these initial permit costs are not be included in the Contract Sum.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor’s costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor’s Construction Schedules
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and
Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor’s own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect’s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor’s Shop Drawings, Product Data, Samples, and similar submittals.

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

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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

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

§ 9.14 Royalties, Patents and Copyrights
The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or
§ 9.15 Indemnification
§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT
§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. However, any approvals, certificates, or decisions of the Architect are subject to the approval of Owner. At Owner’s discretion, the duties of the Architect described herein may be performed by the Owner or the Owner’s representative.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.
§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.
§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 Subject to the Owner’s written approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by fire, acts of God, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control or responsibility, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized, except for the per diem payment as described below. Contractor’s sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor’s reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion. Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor’s control and shall not be grounds for a delay claim. This Section does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated in the Contractor’s Schedule.


User Notes: (911041605)
Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at the time. Extensions of time for weather delays will be considered only of such inclement weather exceeds that normally recorded by the National Weather Bureau for the same month and location.

ARTICLE 15  PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

.1 the documents enumerated in Article 6, including all Modifications thereto;
.2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
.3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
.4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
.5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor’s first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.
§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.4.3. The Architect’s Certificate of Payment is subject to the approval of the Owner.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of .1 defective Work not remedied;
third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

.5 damage to the Owner or a Separate Contractor;

.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. As a condition to each progress payment the Contractor shall have furnished Owner with a partial lien waiver and release signed by Contractor, conditioned upon payment for all Work performed that is included in the current Application for Payment in the form attached to the Contract or if not attached, in a form approved by Owner, and shall have furnished Owner with partial unconditional lien waivers and releases signed by all subcontractors, suppliers, persons or entities furnishing any labor or material, equipment, services, and materials for the Project and for all Work performed by same that is included in the respective prior Application for Payment. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

§ 15.6 Substantial Completion

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

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

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

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retention applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

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

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

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 9.15.
§ 16.2 Hazardous Materials and Substances
§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS
§ 17.1 Contractor’s Insurance
§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million ($1,000,000) each occurrence, Two Million ($2,000,000) general aggregate, and Two Million ($2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including
   .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
   .2 personal and advertising injury;
   .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
   .4 bodily injury or property damage arising out of completed operations; and
   .5 the Contractor’s indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
§ 17.1.5 Workers’ Compensation at statutory limits.

§ 17.1.6 Employers’ Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor

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

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Liability, Umbrella form</td>
<td>Three Million ($3,000,000)</td>
</tr>
</tbody>
</table>

§ 17.2 Owner’s Insurance

§ 17.2.1 Owner’s Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.
§ 17.2.2 Property Insurance
§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk “all-risks” completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event Contractor shall pay such costs not covered because of the deductibles.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation
§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

§ 17.2.3 Other Insurance Provided by the Owner
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
</table>

§ 17.3 Performance Bond and Payment Bond
§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. See Section 22.2 below for requirements.

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

ARTICLE 18  CORRECTION OF WORK
§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.
ARTICLE 19  MISCELLANEOUS PROVISIONS
§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner’s representative:
(Name, address, email address and other information)

Tami Berry
352-429-9079 (c)
407-835-7650 (fax)
407-835-7635 (o)
Berry.tami@ocls.info

§ 19.5 The Contractor’s representative:
(Name, address, email address and other information)

Jeff Suberman
407-293-8217
jeffsuberman@Rubybuilders.com

§ 19.6 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 20  TERMINATION OF THE CONTRACT
§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor
  .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and all of the materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. As the Contractor’s sole remedy hereunder, Owner shall pay the Contractor for the Work completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 20.4 In the event of any termination, the Contractor shall upon Owner’s request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

ARTICLE 21 CLAIMS AND DISPUTES
§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Venue for mediation shall be in County where the Project is located.

§ 21.2 Notice of Claims
§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims
The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3. Venue for any dispute shall be in the State Courts where the Project is located.
§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall in accordance with Florida Statutes.

§ 21.6 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract, except for Owner’s right to liquidated damages This mutual waiver includes
1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
2. damages incurred by the Contractor for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity and for loss of profit except anticipated profit arising directly from the Work properly performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except for Owner’s right to liquidated damages, as provided in this Agreement, for Contractor’s delay,

22. Other Provisions.

22.1 Owner shall be entitled to make any decision or approval required by this Agreement to made by the Architect. Any decision of Owner shall supersede any decision of the Architect. Any time Contractor shall be required to notify or report to Architect such notice or report shall be also be made to Owner.

22.2 Bonds. Bonds not required.

22.3. There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

22.4 Discrimination Prohibited. The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

22.5 Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor’s Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

22.6 n/a.

22.7 Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner’s written rules and regulations regarding jobsite conduct.
22.8 Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

22.9 Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

22.10 The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

22.11 Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner’s property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

22.12 Sales Tax Savings Program. The Owner is a not-for-profit, tax exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed $5,000 in cost, Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors’ compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner’s Consumer Certificate of Exemption number. Owner shall acquire title to all Owner Purchased materials at the time same are delivered to the Project site. Owner shall obtain insurance on the Owner Purchased Materials and Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, safekeeping, handling, warranting, installation, and quality control for all direct purchases.

Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds. Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

The Owner agrees to indemnify and hold harmless the Contractor, its Subcontractors, vendors and suppliers from and against the payment of or liability for any sales or use taxes arising out of or resulting from the Owner purchasing materials for the Project under the Owner’s sales tax exempt status, and for which the Owner or the Contractor, Subcontractors, vendors or suppliers should become liable, but only upon the condition that Contractor has properly complied with the Owner’s written sales tax program procedures.

22.13 Contractor shall permit Owner to have reasonable access to Contractor’s records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

22.14 The Contractor shall ascertain, coordinate, and minimize interruptions to Owner’s library operations that exist on or near the Project sites. To avoid impacts to Owner’s library operations, Contractor has anticipated the need to use non-standard work hours and has included same in the Contract Sum. No claims for extras or requests for Change
Orders based upon premium or overtime work due to non-standard work hours as defined by this Section shall be submitted to Owner.

22.15 *Sovereign Immunity.* Owner is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that this Agreement imposes any liability upon Owner to Contractor, if at all, Owner’s obligation is subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and does not act as a waiver of Owner’s entitlement to sovereign immunity as a matter of statutory and common law.

22.16 The Contractor and the Contractor’s 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.

22.17 *Prohibition against Contingent Fees.* Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

22.18 Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site. If damaged, Contractor shall restore same to its original condition after completion of the Work.

22.19 The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.

22.20 *Public Entity Crime.* Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

22.21 Scrutinized Companies List.
   a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner’s determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner’s determination of false certification by the Contractor.
   b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

22.22 *Public Records.*
   a. To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
      i. Keep and maintain public records required by Owner to perform the services under this Agreement.
ii. Upon request from Owner’s custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner’s custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from Contractor’s failure to comply with the terms of this Section.

c. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER’S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, LOVEVIA WILLIAMS AT 101 E. CENTRAL BLVD. 5th Floor., ORLANDO, FLORIDA 32801, 5th FLOOR, ORLANDO, FLORIDA, williams.lovevia@ocls.info 407-835-7628.

22.23 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

22.24 Contractor represents that it is not on the State’s discriminatory vender list and that for services related to this Agreement, Contractor shall not transact business with any entity that has been placed on the State’s discriminatory vendor list.

22.25 The obligations of Owner under this Agreement are subject to availability of funds lawfully appropriated for its purpose by the Owner’s Board of Trustees, or other specified funding source for this Agreement.

22.26 E-Verify. Prior to the employment of any person performing services under this Agreement, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the Contractor after the execution of the Agreement who are providing labor under the Agreement during the Agreement term; and, (b) all employees within the State of Florida of any of the Contractor’s subcontractors that are hired by those subcontractors after the execution of the Agreement who are providing labor under this Agreement. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under this Agreement.
This Agreement entered into as of the day and year first written above.

Orange County Library District  

Ruby Builders Inc.

OWNER (Signature)  
Kristopher S. Shoemaker, Chief Financial Officer

CONTRACTOR (Signature)

(Printed name and title)  
(Printed name and title)
Exhibit A – Determination of the Cost of the Work
For Change Order Work

COST OF THE WORK

§ 6.1 Costs to Be Reimbursed
§ 6.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs
§ 6.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor’s principal or other offices shall be included in the Cost of the Work, identify below, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

None.

§ 6.2.3 Wages and salaries of the Contractor’s supervisory or administrative personnel (including Contractor’s Project Manager) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Prior to commencing the Work, the Contractor shall submit to the Owner for approval, a list of supervisory and field office personnel, their duties on the Work and their respective pay rates, and anticipated hours for the Project that will be assigned as a Cost of the Work. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 6.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Relocation and temporary out of town living costs of personnel, but only if approved by Owner in writing.
§ 6.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor or any related party owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Program Manager and Owner of rental equipment owned by the Contractor or a related party of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or a related party and the applicable rates for such equipment used on the Project during that period.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. There shall be no markup on these expenses.

§ 6.5.5 That portion of the reasonable expenses of the Contractor’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.
§ 6.5.7 Job site vehicle shall be limited to one per site or as agreed to in writing by the Owner. Rental rates for the job site vehicle shall include gas, maintenance, repairs, and taxes and licenses and shall not be billed separately. This single job site vehicle is in addition to the supervisors’ vehicle allowances.

(Paragraph deleted)

§ 6.6 Miscellaneous Costs
(Paragraph deleted)

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval. If the Owner optionally implements and funds directly an Owner Controlled Insurance Program (OCIP) for the Project, no insurance costs other than the insurance costs required in the OCIP contract provisions to be paid by Contractor shall be included in the Cost of the Work. However, the cost of the Performance and Payment Bonds required for the Contractor by this Agreement shall be included in the Cost of the Work.

(Paragraphs deleted)

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those to be provided by the Owner and those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of Section 6.7.3.

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

§ 6.6.6 Small tools shall be treated as a Cost item and are defined as those tools costing five hundred dollars ($500.00) or less. A record showing the disposition of these tools is to be on file at the Contractor’s office on the project site. Ownership of small tools not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.7 Deposits lost for causes other than the Contractor’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

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

§ 6.6.9 In lieu or renting certain items of equipment, machinery and tools, valued at more than five hundred dollars ($500.00) from the Contractor or other third parties, the Owner reserves the right to have those items purchased and maintained as a Cost of the Work. A record showing the disposition of these items is to be on file at the Contractor’s office on the project site. Ownership
of the items not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.10 Bond costs for Contractor’s subcontractors.

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

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

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work, unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:
.1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s principal office or offices other than the site office, except as specifically provided in Section 6.2;
.2 Expenses of the Contractor’s principal office and offices other than the site office;
.3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to 6.7;
.4 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work;
.5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;
.6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and
.8 Costs for services incurred during the Preconstruction Phase, unless provided for in a separate Change Order.
.9 Payments to Contractor’s employees over and above their regular pay (bonuses, incentive pay, profit sharing, severance pay, etc.), including salary increases not identified in the Contractor’s bid proposal.
.10 Technology, Data Processing, Project Specific Web Sites, or Project Management System Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
.11 Any fees paid to Contractor organizations (AGC, ABC, etc.).
.12 Contractor’s business license.
.13 Recruitment or training costs of personnel.
.14 Overtime expense of any salaried personnel.
.15 Except as provided in Section 6.7, any cost not specifically and expressly described in Section 6.
.16 Bond costs for Contractor’s suppliers.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner. Trade discounts, commissions, volume discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall be credited to the Owner as a deduction from the Cost of the Work. 
(Table deleted)(Paragraphs deleted)
Exhibit "B"

Southeast

July 11, 2019

Kristopher Shoemaker
Orange County Public Library System
101 E Central Ave
Orlando, FL 32801

Dear Sir,

We propose to complete the Southeast Branch Libraries bathroom and breakroom renovations for:

Costs:
Southeast $147,199.00

Schedule:
Southeast December 1 to December 31

We include:
Stainless steel vanity supports
DensShield tile backer
Exterior floor protection
Interior dust protection for the bathroom areas
Water and electric service to remain operational

Not included:
Trough sinks
Wall and floor tile
VCT
Painting
Permit Fees
Bond

Sincerely,

Jeff Sutterman
Ruby Builders Inc
<table>
<thead>
<tr>
<th>CSI Section</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 1100</td>
<td>General Requirements</td>
<td>$ 4,325</td>
</tr>
<tr>
<td>01 1100</td>
<td>Supervision</td>
<td>$ 15,600</td>
</tr>
<tr>
<td>02 4113</td>
<td>Selective Demolition</td>
<td>$ 5,250</td>
</tr>
<tr>
<td>02 4113</td>
<td>Cutting and Patching</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>05 5000</td>
<td>Metal Support for sinks</td>
<td>$ 3,433</td>
</tr>
<tr>
<td>06 1000</td>
<td>Blocking</td>
<td>$ 950</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Materials</td>
<td>$ 1,713</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Labor</td>
<td>$ 500</td>
</tr>
<tr>
<td>09 2900</td>
<td>Drywall, Tile backer, Acoustic Ceilings</td>
<td>$ 9,810</td>
</tr>
<tr>
<td>09 5100</td>
<td>Acoustical Ceilings</td>
<td>in drywall</td>
</tr>
<tr>
<td>09 3000</td>
<td>Tile</td>
<td>nic</td>
</tr>
<tr>
<td>09 9000</td>
<td>Painting</td>
<td>nic</td>
</tr>
<tr>
<td>10 2114</td>
<td>Toilet Partitions</td>
<td>$ 11,899</td>
</tr>
<tr>
<td>10 2813</td>
<td>Toilet Accessories</td>
<td>in partitions</td>
</tr>
<tr>
<td>10 2813</td>
<td>Mirror Lux mirrors</td>
<td>$ 3,500</td>
</tr>
<tr>
<td>12 3216</td>
<td>Casework</td>
<td>$ 4,694</td>
</tr>
<tr>
<td>21 13 13</td>
<td>Fire Sprinklers</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>22 00 00</td>
<td>Plumbing</td>
<td>$ 32,700</td>
</tr>
<tr>
<td>23 00 00</td>
<td>HVAC</td>
<td>$ 2,000</td>
</tr>
<tr>
<td>26 00 00</td>
<td>Electrical</td>
<td>$ 20,725</td>
</tr>
<tr>
<td>28 46 00</td>
<td>Fire Alarm</td>
<td>$ 1,200</td>
</tr>
<tr>
<td></td>
<td>Subtotal</td>
<td>$ 122,299</td>
</tr>
<tr>
<td></td>
<td>OH &amp; P</td>
<td>$ 22,014</td>
</tr>
<tr>
<td></td>
<td>Insurance</td>
<td>$ 2,886</td>
</tr>
<tr>
<td></td>
<td>Bond</td>
<td>nic</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$ 147,199</td>
</tr>
<tr>
<td>General Conditions</td>
<td>Quantity</td>
<td>Unit</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>------</td>
</tr>
<tr>
<td>Protection Materials</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>Protection Labor</td>
<td>24</td>
<td>hrs</td>
</tr>
<tr>
<td>Clean Up</td>
<td>1</td>
<td>is</td>
</tr>
<tr>
<td>Dumpster</td>
<td>3</td>
<td>loads</td>
</tr>
<tr>
<td>Temporary Toilets</td>
<td>1</td>
<td>mo</td>
</tr>
<tr>
<td>Printing</td>
<td>1</td>
<td>ls</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Staff Labor            |          |      |           | $        |
| Project Manager        | 80       | hrs  | $75.00    | $6,000.00 |
| Superintendent         | 160      | hrs  | $60.00    | $9,600.00 |
| **Total**              |          |      |           | **$15,600.00** |
AGREEMENT made as of the 31st day of July in the year 2019
(In words, indicate day, month and year.)

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

Orange County Library District
101 East Central Blvd
Orlando, Florida 32801
Attn: Kristopher Shoemaker
407-325-4230 (c)
407-835-7650 (fax)
407-835-7314 (o)
shoemaker.kristopher@ocls.info

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

Ruby Builders Inc.
3939 Silver Star Road
Orlando, FL 32808
Attn: Jeff Suberman
407-293-8217
Contractors No.: CGC017011

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

Library Restroom Renovations
Southwest Branch
7255 Della Drive
Orlando, FL 32819
Renovations: Public Restrooms
( Note: This facility is located within Orange County Florida Jurisdiction )

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

RL Architecture, Inc
Ronald N Lang
FL#AR0016218
301 South Sweetwater Cove Blvd
Longwood, FL 32779

The Owner and Contractor agree as follows.
TABLE OF ARTICLES
1 THE WORK OF THIS CONTRACT
2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3 CONTRACT SUM
4 PAYMENT
5 DISPUTE RESOLUTION
6 ENUMERATION OF CONTRACT DOCUMENTS
7 GENERAL PROVISIONS
8 OWNER
9 CONTRACTOR
10 ARCHITECT
11 SUBCONTRACTORS
12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
13 CHANGES IN THE WORK
14 TIME
15 PAYMENTS AND COMPLETION
16 PROTECTION OF PERSONS AND PROPERTY
17 INSURANCE AND BONDS
18 CORRECTION OF WORK
19 MISCELLANEOUS PROVISIONS
20 TERMINATION OF THE CONTRACT
21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT
The Contractor shall execute and pay for the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others. Owner shall supply the following materials that are not included in the Contract Sum: floor tile, wall tile, and sinks.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ 2.1 The date of commencement of the Work shall be:
(0 Check one of the following boxes.)
The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

The Date of Commencement of the Work for the Project shall be October 1, 2019. Contractor shall only be allowed to perform Work for the Project from October 1, 2019 to October 31, 2019.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: October 31, 2019.

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

Cost of the Work plus the Contractor’s Fee, in accordance with Section 3.3 below

Cost of the Work plus the Contractor’s Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be One Hundred Thirty One Thousand Seven Hundred Six and 00/100 Dollars ($131,706.00), subject to additions and deductions as provided in the Contract Documents. See Exhibit “B” for Contract Sum breakdown and clarifications.

For Change Orders or Construction Change Directive Work, the amount for overhead shall be a total of fifteen percent (15%) of the Cost of the Work that is added or deducted, respectively (“Contractor’s Fee”). Such Contractor’s Fee includes all profit, overhead, general conditions costs, and insurance (but not additional bond costs, if applicable), except if a Change Order extends the Date of Substantial Completion, then Contractor’s reasonable extended daily general conditions costs shall be added to the cost of the Change Order per §14.5. Likewise, subcontractors shall not be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:01:13 ET on 07/30/2019 under Order No.92292420416 which expires on 08/16/2019, and is not for resale.
add general conditions costs, except that if the change includes an increase in the Contract Time, then extended daily
general conditions costs may be added in accordance with §14.5. However, fee shall not be reduced for deductive
Change Orders arising as a result of the Sales Tax Savings Program of Article 22, except fee shall be reduced on the
amount of the sales tax savings.

• For Change Order Work accomplished by the Contractor’s own forces, overhead and profit shall be a maximum of
10% of the Cost of the Work.
• For Change Order Work accomplished by Subcontractors, Subcontractor’s overhead and profit shall be a maximum
of 15% of the Cost of the Work.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract
Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the
Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other
alternates showing the amount for each and the date when that amount expires.)

Exhibit "B", if any.

§ 3.2.2 Unit prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be
applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 3.2.3 Allowances, if any, included in the stipulated sum:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit &quot;B&quot;, if any.</td>
<td></td>
</tr>
</tbody>
</table>

§ 3.3 Cost of the Work Plus Contractor’s Fee
§ 3.3.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.3.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4 Cost of the Work Plus Contractor’s Fee With a Guaranteed Maximum Price
§ 3.4.1 The Cost of the Work is as defined in Exhibit A, Determination of the Cost of the Work.

§ 3.4.2 The Contractor’s Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Contractor’s Fee and the
method of adjustment to the Fee for changes in the Work.)

§ 3.4.3 Guaranteed Maximum Price
§ 3.4.3.1 The sum of the Cost of the Work and the Contractor’s Fee is guaranteed by the Contractor not to exceed ($
), subject to additions and deductions by changes in the Work as provided in the Contract Documents. This maximum
sum is referred to in the Contract Documents as the Guaranteed Maximum Price. Costs which would cause the
Guaranteed Maximum Price to be exceeded shall be paid by the Contractor without reimbursement by the Owner.
(Insert specific provisions if the Contractor is to participate in any savings.)
§ 3.4.3.2 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 3.4.3.3 Unit Prices, if any:
(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 3.4.3.4 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 3.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

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

§ 3.4.3.7 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 3.4.3.5. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

§ 3.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Liquidated Damages. If the Contractor fails to substantially complete the Work before the agreed upon Date of Substantial Completion set forth in this Agreement (including any extension granted by the Owner in writing), then the Contractor agrees to pay the Owner, as liquidated damages, a sum equal to the (Contract Sum * 10%)/365 per calendar day until Substantial Completion of the Work is actually achieved. Such amount is agreed upon as a reasonable measure of the damages that the Owner will sustain from the Contractor’s failure to timely complete the Work. Owner and the Contractor recognize the delays, expense and difficulties involved in providing in an arbitration or judicial proceeding the actual loss suffered by the Owner if the Work is not completed on time and accordingly, instead of requiring such proofs, they agree upon the above-stated amount as liquidated damages for delay (but not as a penalty). The foregoing liquidated damages shall be in lieu of all other monetary remedies that the Owner shall have in the event of the Contractor’s delay in completing the Project.)

ARTICLE 4 PAYMENT
§ 4.1 Progress Payments
§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.
§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 20th day of the next month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than twenty-five (25) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

10% retainage shall be withheld. At 50% completion of the Project, retainage shall be reduced to 5% for each subsequent progress payment in accordance with Florida Statutes Section 218.735. Upon Substantial Completion of the entire Work all retainage shall be released except 150% of the value of punch list Work, incomplete Work, and defective Work shall be withheld.

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

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

Per Florida Statute Chapter 218.

§ 4.2 Final Payment

§ 4.2.1 Contractor shall submit its final pay request within 45 days of Final Completion of the Project. Final payment, constituting the entire unpaid balance of the Contract Sum, less 150% of the value of punch list Work, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;

.2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price;

.3 the Contractor has delivered to the Owner a Contractor’s Final Affidavit pursuant to Florida Law and a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1;

.4 Contractor has delivered to Owner a certification that the Work does not contain any asbestos; and

.5 Contractor has delivered to Owner a certification from the Building Department that the building permit has been finalized and closed out.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, but in no event until all the conditions of § 4.2.1 have been met.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows:

(Insert the appropriate box.)

[ ] Arbitration pursuant to Section 21.6 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)
If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

Not Used.

§ 6.1.3 The Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>none</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

§ 6.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

§ 6.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

As prepared by the Architect

<table>
<thead>
<tr>
<th>Number</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
</table>

§ 6.1.6 The Addenda, if any:

As prepared by the Architect

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:
(Check all boxes that apply.)

[X] Exhibit A, Determination of the Cost of the Work.

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)
The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Document</th>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
</table>

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents.)

Exhibit A – Determination of the Cost of the Work for Change Orders
Exhibit B - Breakdown of the Contract Sum and Clarifications

ARTICLE 7  GENERAL PROVISIONS
§ 7.1 The Contract Documents
The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

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

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

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service
§ 7.5.1 Drawings, specifications, Instruments of Service and other documents including those in electronic form, prepared by the Architect or Contractor and furnished for the Project are the property of Owner. The Owner shall retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Owner’s reserved rights.
§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner.

§ 7.6 Digital Data Use and Transmission
The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

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

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

§ 7.9 Notice
§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)
Electronic mail may be used by the parties using the email addresses in § 19.4 and § 19.5.
§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 7.10 Relationship of the Parties
Where the Contract is based on the Cost of the Work plus the Contractor’s Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 8 OWNER
§ 8.1 Information and Services Required of the Owner
§ 8.1.1 n/a.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.
§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner’s Right to Stop the Work
If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner’s Right to Carry Out the Work
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including the Owner’s expenses and compensation for the Architect’s additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

ARTICLE 9 CONTRACTOR
§ 9.1 Review of Contract Documents and Field Conditions by Contractor
§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor’s review is made in the Contractor’s capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

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

§ 9.2 Supervision and Construction Procedures
§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
§ 9.3 Labor and Materials
§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

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

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty
The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. For a period of one (1) year after the date of Substantial Completion (and longer if extended warranties are provided in the Contract Documents for certain materials, equipment, and installations), the Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

§ 9.5 Taxes
The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws
§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded, except the Owner will secure and pay for the initial building permits from Orange County Planning Department and the City of Orlando Permitting Department, thus these initial permit costs are not be included in the Contract Sum.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances
The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor’s costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

§ 9.8 Contractor’s Construction Schedules
§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner’s and Architect’s information a Contractor’s construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and
Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

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

§ 9.9 Submittals
§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor’s construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor’s own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect’s review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor’s Shop Drawings, Product Data, Samples, and similar submittals.

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

§ 9.11 Cutting and Patching
The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

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

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

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

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers’ compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner’s representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract. However, any approvals, certificates, or decisions of the Architect are subject to the approval of Owner. At Owner’s discretion, the duties of the Architect described herein may be performed by the Owner or the Owner’s representative.

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

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

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

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

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.
§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor’s submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

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

ARTICLE 11 SUBCONTRACTORS
§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor’s list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 Construction by Owner OR BY SEPARATE CONTRACTORS
§ 12.1 The term “Separate Contractor(s)” shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner’s own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

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

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

ARTICLE 13 CHANGES IN THE WORK
§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.
§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor’s cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor’s monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 Subject to the Owner’s written approval, the Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by fire, acts of God, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control or responsibility, or by other causes which the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine, subject to the provisions of Article 21; however, the Contract Sum shall not be increased, except for a per diem payment as described below. It is the express and bargained for intent of the parties that the risk of any monetary damages caused by any delays described in this Section or any other delays from any other cause are accepted and assumed entirely by Contractor, and in no event shall any claim relating thereto for an increase in the Contract Sum be made or recognized, except for the per diem payment as described below. Contractor’s sole remedy for any delay, impact, disruption, or interruption caused by any of the reasons listed in this Section shall be an equitable extension of time to perform the Work for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion, and a per diem payment not to exceed the Contractor’s reasonable extended daily general conditions costs per day for each day of such delay that impacts the critical path schedule of the Project that extends the Date of Substantial Completion. Contractor shall not make any other claim nor seek any other damages of any kind against Owner or Architect for any delays, impacts, disruptions, or interruptions of any kind. If a Contractor caused delay runs concurrent with such delays, Contractor shall not be entitled to any extension of time or per diem payment for the concurrent period of delay. Delays caused by labor disputes, delivery delays, and dispute resolution proceedings are considered within the Contractor’s control and shall not be grounds for a delay claim. This Section does preclude recovery of damages for delay by Contractor under any other provisions of the Contract Documents.

Extensions of time will be granted only if the item, task, or other phase of construction delayed is critical to the Work and so indicated in the Contractor’s Schedule.
Extensions of time due to adverse weather conditions not reasonably anticipated will be granted only because of such inclement weather occurring on a normal working day and preventing the execution of the major or critical item of construction ordinarily performed at the time. Extensions of time for weather delays will be considered only of such inclement weather exceeds that normally recorded by the National Weather Bureau for the same month and location.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

§ 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor’s Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor’s Fee.

§ 15.2.2 The Control Estimate shall include:

1. the documents enumerated in Article 6, including all Modifications thereto;
2. a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
3. a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor’s Fee;
4. a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner’s occupancy requirements, and the date of Substantial Completion; and
5. a list of any contingency amounts included in the Control Estimate for further development of design and construction.

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

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor’s first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.
§ 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all data substantiating the Contractor’s right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor’s Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.4.3. The Architect’s Certificate of Payment is subject to the approval of the Owner.

§ 15.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data in the Application for Payment, that, to the best of the Architect’s knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor’s right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect’s opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect’s opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of .1 defective Work not remedied;
.2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect’s decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

§ 15.5 Progress Payments
§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor’s portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner. As a condition to each progress payment the Contractor shall have furnished Owner with a partial lien waiver and release signed by Contractor, conditioned upon payment for all Work performed that is included in the current Application for Payment in the form attached to the Contract or if not attached, in a form approved by Owner, and shall have furnished Owner with partial unconditional lien waivers and releases signed by all subcontractors, suppliers, persons or entities furnishing any labor or material, equipment, services, and materials for the Project and for all Work performed by same that is included in the respective prior Application for Payment. In addition, as a condition to each progress payment, in the event that any liens have been filed against the Project, the Contractor shall have either recorded a satisfaction of such lien or transferred the lien to a bond satisfactory to Owner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

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

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

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

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

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retention applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.7 Final Completion and Final Payment

§ 15.7.1 Upon receipt of the Contractor’s notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect’s knowledge, information and belief, and on the basis of the Architect’s on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect’s final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor’s being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys’ fees.

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

.1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents;

.3 terms of special warranties required by the Contract Documents; or

.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor’s obligations under Section 9.15.
§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect’s consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

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

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor’s Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

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

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor’s indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than One Million ($1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.
§ 17.1.5 Workers’ Compensation at statutory limits.

§ 17.1.6 Employers’ Liability with policy limits not less than One Million ($1,000,000) each accident, One Million ($1,000,000) each employee, and One Million ($1,000,000) policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than One Million ($1,000,000) per claim and One Million ($1,000,000) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner’s written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor’s Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect’s Consultants as additional insureds for claims caused in whole or in part by the Contractor’s negligent acts or omissions during the Contractor’s operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor’s negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner’s general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect’s Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 17.1.14 Other Insurance Provided by the Contractor
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Excess Liability, Umbrella form</td>
<td>Three Million ($3,000,000)</td>
</tr>
</tbody>
</table>

§ 17.2 Owner’s Insurance

§ 17.2.1 Owner’s Liability Insurance
The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance.
§ 17.2.2 Property Insurance

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder’s risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner’s property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees. If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles, unless such costs are caused by the acts, omissions, or negligence of Contractor and in such event Contractor shall pay such costs not covered because of the deductibles.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor’s request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 17.2.2.7 Waiver of Subrogation

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect’s consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by and paid by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect’s consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.
§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

§ 17.2.3 Other Insurance Provided by the Owner

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

| Coverage | Limits |

§ 17.3 Performance Bond and Payment Bond

§ 17.3.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract. See Section 22.2 below for requirements.

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

ARTICLE 18 CORRECTION OF WORK

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

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

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

§ 18.5 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.
ARTICLE 19  MISCELLANEOUS PROVISIONS
§ 19.1 Assignment of Contract
Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner’s rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 Governing Law
The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction’s choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 21.6.

§ 19.3 Tests and Inspections
Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner’s representative:
(Name, address, email address and other information)

Tami Berry
352-429-9079 (c)
407-835-7650 (fax)
407-835-7635 (o)
Berry.tami@oecs.info

§ 19.5 The Contractor’s representative:
(Name, address, email address and other information)

Jeff Suberman
407-293-8217
jeffsuberman@Rubybuilders.com

§ 19.6 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

ARTICLE 20  TERMINATION OF THE CONTRACT
§ 20.1 Termination by the Contractor
If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days’ notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.

§ 20.2 Termination by the Owner for Cause
§ 20.2.1 The Owner may terminate the Contract if the Contractor
  .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
  .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

Init.


User Notes:
.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days’ notice, terminate the Contract and take possession of the site and all of materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect’s services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 Termination by the Owner for Convenience
The Owner may, at any time, terminate the Contract for the Owner’s convenience and without cause. As the Contractor’s sole remedy hereunder, Owner shall pay the Contractor for the Work completed as of the effective date of the termination of this Agreement. Contractor shall not be entitled to any payment, damages, fees, costs, or profits for Work not yet performed.
§ 20.4 In the event of any termination, the Contractor shall upon Owner’s request, assign any and all subcontracts and purchase orders to Owner. Contractor shall have clauses in all its subcontracts and purchase orders allowing such assignment to Owner. As a precondition to any payment due Contractor as a result of any termination of this Agreement, Contractor shall execute any and all documents necessary to assign all rights and benefits of such subcontracts and purchase orders to Owner.

ARTICLE 21 CLAIMS AND DISPUTES
§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution. Venue for mediation shall be in County where the Project is located.

§ 21.2 Notice of Claims
§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

§ 21.3 Time Limits on Claims
The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3. Venue for any dispute shall be in the State Courts where the Project is located.
§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic’s lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall in accordance with Florida Statutes.

§ 21.6 Continuing Contract Performance
Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.7 Waiver of Claims for Consequential Damages
The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract, except for Owner’s right to liquidated damages. This mutual waiver includes
  .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  .2 damages incurred by the Contractor for losses of use, principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, lost bonding capacity, loss of future work, loss of productivity and for loss of profit except anticipated profit arising directly from the Work properly performed.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination of this Agreement, except for Owner’s right to liquidated damages, as provided in this Agreement, for Contractor’s delay.

22. Other Provisions.

22.1 Owner shall be entitled to make any decision or approval required by this Agreement to be made by the Architect. Any decision of Owner shall supersede any decision of the Architect. Any time Contractor shall be required to notify or report to Architect such notice or report shall be also be made to Owner.

22.2 Bonds. Bonds not required.

22.3 There are no intended or unintended third party beneficiaries of this Agreement, and no parties other than the Owner and the Contractor shall have the right to enforce this Agreement.

22.4 Discrimination Prohibited. The Contractor and the Contractor’s Subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that qualified applicants are employed if work is available, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Contractor agrees to post in places available to all employees and applicants for employment, notices setting forth the policies of nondiscrimination.

22.5 Conflicts. This Agreement shall have precedence in the event of any conflicts between this Agreement and any of the Drawings, Specifications, Contractor’s Proposal or Quotation Form, attachments, or other documents incorporated by reference to this Agreement.

22.6 n/a.

22.7 Contractor agrees to remove from the Project any employee, Subcontractor, or Subcontractor employee that commits any breach of the Contract Documents or any breach of the Owner’s written rules and regulations regarding jobsite conduct.
22.8 Contractor shall require all construction personnel to maintain a neat general appearance at all times. Shirts, trousers, and proper shoes are required apparel. The display of vulgar words, signs, or figures is prohibited. Sandals and flip-flops are prohibited on the Project site.

22.9 Construction personnel shall not use profanity, illegal drugs, or alcohol on the Project site.

22.10 The use of radios, tape players, cd players, boom boxes, sound producing devices, and the like are prohibited on the Project site.

22.11 Smoking and all tobacco products are prohibited on the Project site, and prohibited anywhere on Owner’s property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

22.12 Sales Tax Savings Program. The Owner is a not-for-profit, tax exempt organization. The Contractor shall work with and assist the Owner to prevent payment of taxes not due.

Notwithstanding anything herein to the contrary, because Owner is exempt from sales tax and wishes to generate sales tax savings for the Project. Owner reserves the right to make direct purchases of various construction materials and equipment included in the Work. Before purchasing materials or equipment for the Project or a combination of like items that exceed $5,000 in cost, Contractor shall identify in writing to Owner all materials and equipment or a combination of like items to be included in the Work that will generate sales tax savings if purchased direct by Owner. Contractor shall comply with the written procedures for Owner Purchased materials provided by Owner to Contractor and shall incorporate a similar provision to this provision in all of its subcontracts requiring the Subcontractors’ compliance with said procedures. Owner shall execute direct purchase orders with vendors for such Owner Purchased materials. The purchase orders shall contain Owner’s Consumer Certificate of Exemption number. Owner shall acquire title to all Owner Purchased materials at the time same are delivered to the Project site. Owner shall obtain insurance on the Owner Purchased Materials and Owner shall assume all risk of loss and theft for the Owner Purchased Materials upon their delivery to the Project site and until they are incorporated into the real property. Vendors shall invoice Owner directly for the Owner Purchased Materials. Owner shall pay vendors directly for the Owner Purchased Materials. Contractor represents and warrants that it will use its best efforts to cooperate with Owner in implementing this sales tax savings program in order maximize cost savings for the Project. Upon the execution of a purchase order, Owner and Contractor shall execute a Change Order decreasing the Contract Sum by the total cost, including the saved sales tax for the materials or equipment purchased directly by Owner under said purchase order. With respect to all direct purchases by Owner, Contractor shall remain responsible for coordinating, installing, inspecting, storing, safekeeping, handling, warranting, installation, and quality control for all direct purchases. Notwithstanding anything herein to the contrary, Contractor expressly acknowledges and agrees that any materials or equipment directly purchased by Owner pursuant to this Paragraph shall be included within and covered to the same extent as all other warranties and performance guarantees provided by Contractor pursuant to the terms of the Contract Documents, including bonds. Owner assigns to Contractor any and all warranties and rights Owner may have from any manufacturer or supplier of any such direct purchases by Owner. The Parties understand that the above Owner direct purchase procedures are generally not available to purchase fabricated materials from a vendor that, in addition to fabricating them, also installs those same fabricated materials into the Project.

The Owner agrees to indemnify and hold harmless the Contractor, its Subcontractors, vendors and suppliers from and against the payment of or liability for any sales or use taxes arising out of or resulting from the Owner purchasing materials for the Project under the Owner’s sales tax exempt status, and for which the Owner or the Contractor, Subcontractors, vendors or suppliers should become liable, but only upon the condition that Contractor has properly complied with the Owner’s written sales tax program procedures.

22.13 Contractor shall permit Owner to have reasonable access to Contractor’s records, account books, bills, invoices, payrolls, daily logs, and other records related to the Project. Contractor shall preserve such records for five (5) years after Substantial Completion of the Project.

22.14 The Contractor shall ascertain, coordinate, and minimize interruptions to Owner’s library operations that exist on or near the Project sites. To avoid impacts to Owner’s library operations, Contractor has anticipated the need to use non-standard work hours and has included same in the Contract Sum. No claims for extras or requests for Change
Orders based upon premium or overtime work due to non-standard work hours as defined by this Section shall be submitted to Owner.

22.15 Sovereign Immunity. Owner is a political subdivision of the State of Florida and enjoys sovereign immunity. To the extent that this Agreement imposes any liability upon Owner to Contractor, if at all, Owner’s obligation is subject to the limitations of liability as provided in Section 768.28, Florida Statutes, as amended, and does not act as a waiver of Owner’s entitlement to sovereign immunity as a matter of statutory and common law.

22.16 The Contractor and the Contractor’s 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.

22.17 Prohibition against Contingent Fees. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

22.18 Contractor shall be responsible for maintaining in good condition all cultivated grass plots, trees, shrubs, and landscaping on the Project site. If damaged, Contractor shall restore same to its original condition after completion of the Work.

22.19 The provisions of Florida Statute Chapter 558 are waived by both parties and shall not be applicable to this Agreement.

22.20 Public Entity Crime. Contractor affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Contract by Owner.

22.21 Scrutinized Companies List.
   a. By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5) of the Florida Statutes, Owner may immediately terminate this Agreement for cause if the Contractor is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If Owner determines that the Contractor has submitted a false certification, Owner will provide written notice to the Contractor. Unless the Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that Owner’s determination of false certification was made in error, Owner shall bring a civil action against the Contractor. If Owner’s determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on the Contractor, and the Contractor will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of Owner’s determination of false certification by the Contractor.
   b. If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

22.22 Public Records.
   a. To the extent Contractor is acting on behalf of Owner as provided under Subsection 119.011(2) of the Florida Statutes, Contractor shall:
      i. Keep and maintain public records required by Owner to perform the services under this Agreement.
ii. Upon request from Owner’s custodian of public records, provide Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the costs provided in Chapter 119 of the Florida Statutes or otherwise provided by law.

iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to Owner.

iv. Upon completion of the Agreement, transfer, at no cost, to Owner all public records in possession of Contractor or keep and maintain public records required by Owner to perform the service. If the Contractor transfers all public records to Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner’s custodian of public records, in a format that is compatible with the information technology systems of Owner.

b. If the Contractor fails to provide the public records to Owner within a reasonable time the Contractor may be subject to penalties under Section 119.10 of the Florida Statutes. Further, Owner may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

Contractor shall defend, at its own cost, indemnify, and hold harmless Owner, their officers, directors, and employees from and against all claims, damages, losses, and expenses, (including but not limited to fees and charges of attorneys or other professionals and court or arbitration or other dispute resolution costs) arising out of or resulting from Contractor’s failure to comply with the terms of this Section.

c. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT OWNER’S CUSTODIAN OF PUBLIC RECORDS FOR THIS PROJECT, LOEVIA WILLIAMS AT_101 E. CENTRAL BLVD. 5th Floor, ORLANDO, FLORIDA 32801, 5th FLOOR, ORLANDO, FLORIDA, williams_loevia@ocs.info 407-835-7628.**

22.23 Contractor shall not use any funds received pursuant to this Agreement for lobbying the Florida Legislature, the judicial branch, or any state agency.

22.24 Contractor represents that it is not on the State’s discriminatory vendor list and that for services related to this Agreement, Contractor shall not transact business with any entity that has been placed on the State’s discriminatory vendor list.

22.25 The obligations of Owner under this Agreement are subject to availability of funds lawfully appropriated for its purpose by the Owner’s Board of Trustees, or other specified funding source for this Agreement.

22.26 E-Verify. Prior to the employment of any person performing services under this Agreement, the Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the Contractor after the execution of the Agreement who are providing labor under the Agreement during the Agreement term; and, (b) all employees within the State of Florida of any of the Contractor’s subcontractors that are hired by those subcontractors after the execution of the Agreement who are providing labor under this Agreement. Please refer to USCIS.gov for more information on this process.

**Only those employees determined eligible to work within the United States shall be employed under this Agreement.**
This Agreement entered into as of the day and year first written above.

Orange County Library District

OWNER (Signature)
Kristopher S. Shoemaker, Chief Financial Officer

(Reduced name and title)

Ruby Builders Inc.

CONTRACTOR (Signature)

(Reduced name and title)
Exhibit A – Determination of the Cost of the Work
For Change Order Work

COST OF THE WORK

§ 6.1 Costs to Be Reimbursed
§ 6.1.1 The term Cost of the Work shall mean the actual costs necessarily incurred by the Contractor in the proper performance of the Work. Such costs shall be at rates not higher than the standard paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in Sections 6.1 through 6.7.

§ 6.1.2 Where any cost is subject to the Owner’s prior approval, the Contractor shall obtain this approval prior to incurring the cost. The parties shall endeavor to identify any such costs prior to executing Guaranteed Maximum Price Amendment.

§ 6.2 Labor Costs
§ 6.2.1 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the Owner’s prior approval, at off-site workshops.

§ 6.2.2 Wages or salaries of the Contractor’s supervisory and administrative personnel when stationed at the site with the Owner’s prior approval.

(If it is intended that the wages or salaries of certain personnel stationed at the Contractor’s principal or other offices shall be included in the Cost of the Work, identify below, the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

None.

§ 6.2.3 Wages and salaries of the Contractor’s supervisory or administrative personnel (including Contractor’s Project Manager) engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work. Prior to commencing the Work, the Contractor shall submit to the Owner for approval, a list of supervisory and field office personnel, their duties on the Work and their respective pay rates, and anticipated hours for the Project that will be assigned as a Cost of the Work. Time and wages beyond 40 hours per week for salaried personnel will not be reimbursed.

§ 6.2.4 Costs paid or incurred by the Contractor for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 6.2.1 through 6.2.3.

§ 6.2.5 Relocation and temporary out of town living costs of personnel, but only if approved by Owner in writing.
§ 6.3 Subcontract Costs
Payments made by the Contractor to Subcontractors in accordance with the requirements of the subcontracts.

§ 6.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ 6.4.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

§ 6.4.2 Costs of materials described in the preceding Section 6.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner’s property at the completion of the Work or, at the Owner’s option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

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

§ 6.5.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Contractor at the site and costs of transportation, installation, minor repairs, dismantling and removal. Rates of Contractor-owned equipment and quantities of equipment shall be subject to the Owner’s prior approval. The total rental cost of any piece of equipment for the duration of the Project that the Contractor or any related party owns shall not exceed 75% of the fair market value of that equipment at the commencement of the rental period. Where a rental agreement contains an option to purchase and this option is exercised, the equity accrued shall be credited to the Owner against the total rental cost of that equipment on the Work. Prior to beginning the Work, the Contractor shall submit a list to the Program Manager and Owner of rental equipment owned by the Contractor or a related party of the Contractor indicating the fair market value at commencement of the Work and the proposed rental rates. The Contractor shall attach to each monthly Application for Payment an itemized list of rental equipment owned by the Contractor or a related party and the applicable rates for such equipment used on the Project during that period.

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

§ 6.5.4 Costs of document reproductions, facsimile transmissions and long-distance telephone calls, postage and parcel delivery charges, telephone service at the site and reasonable petty cash expenses of the site office. There shall be no markup on these expenses.

§ 6.5.5 That portion of the reasonable expenses of the Contractor’s supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 6.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner’s prior approval.
§ 6.5.7 Job site vehicle shall be limited to one per site or as agreed to in writing by the Owner. Rental rates for the job site vehicle shall include gas, maintenance, repairs, and taxes and licenses and shall not be billed separately. This single job site vehicle is in addition to the supervisors’ vehicle allowances.

(Paragraph deleted)

§ 6.6 Miscellaneous Costs

(Paragraph deleted)

§ 6.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract. Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner’s prior approval. If the Owner optionally implements and funds directly an Owner Controlled Insurance Program (OCIP) for the Project, no insurance costs other than the insurance costs required in the OCIP contract provisions to be paid by Contractor shall be included in the Cost of the Work. However, the cost of the Performance and Payment Bonds required for the Contractor by this Agreement shall be included in the Cost of the Work.

(Paragraphs deleted)

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

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

§ 6.6.4 Fees of laboratories for tests required by the Contract Documents, except those to be provided by the Owner and those related to defective or nonconforming Work for which reimbursement is excluded by the Contract Documents, and which do not fall within the scope of Section 6.7.3.

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

§ 6.6.6 Small tools shall be treated as a Cost item and are defined as those tools costing five hundred dollars ($500.00) or less. A record showing the disposition of these tools is to be on file at the Contractor’s office on the project site. Ownership of small tools not consumed during construction shall remain with the Owner upon completion of the Project.

§ 6.6.7 Deposits lost for causes other than the Contractor’s negligence or failure to fulfill a specific responsibility in the Contract Documents.

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

§ 6.6.9 In lieu or renting certain items of equipment, machinery and tools, valued at more than five hundred dollars ($500.00) from the Contractor or other third parties, the Owner reserves the right to have those items purchased and maintained as a Cost of the Work. A record showing the disposition of these items is to be on file at the Contractor’s office on the project site. Ownership
of the items not consumed during construction shall remain with the Owner upon completion of
the Project.

§ 6.6.10 Bond costs for Contractor’s subcontractors.

§ 6.7 Other Costs and Emergencies
§ 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in
advance in writing by the Owner.

§ 6.7.2 Costs incurred in taking action to prevent threatened damage, injury or loss in case of an
emergency affecting the safety of persons and property.

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

§ 6.7.4 The costs described in Sections 6.1 through 6.7 shall be included in the Cost of the Work,
unless such costs are excluded by the provisions of Section 6.8.

§ 6.8 Costs Not To Be Reimbursed
§ 6.8.1 The Cost of the Work shall not include the items listed below:
   .1 Salaries and other compensation of the Contractor’s personnel stationed at the Contractor’s
   principal office or offices other than the site office, except as specifically provided in Section 6.2;
   .2 Expenses of the Contractor’s principal office and offices other than the site office;
   .3 Overhead and general expenses, except as may be expressly included in Sections 6.1 to
   6.7;
   .4 The Contractor’s capital expenses, including interest on the Contractor’s capital employed
   for the Work;
   .5 Except as provided in Section 6.7.3 of this Agreement, costs due to the negligence or
failure of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed
by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the
Contract;
   .6 Any cost not specifically and expressly described in Sections 6.1 to 6.7;
   .7 Costs, other than costs included in Change Orders approved by the Owner, that would
cause the Guaranteed Maximum Price to be exceeded; and
   .8 Costs for services incurred during the Preconstruction Phase, unless provided for in a
separate Change Order.
   .9 Payments to Contractor’s employees over and above their regular pay (bonuses, incentive
pay, profit sharing, severance pay, etc.), including salary increases not identified in the
Contractor’s bid proposal.
   .10 Technology, Data Processing, Project Specific Web Sites, or Project Management System
Cost incurred by the Contractor in preparing the Project Schedule, Payroll, Accounting, Project
Cost Reports or Project Status Reports and any other reports necessary to the progress of the Work.
   .11 Any fees paid to Contractor organizations (AGC, ABC, etc.).
   .12 Contractor’s business license.
   .13 Recruitment or training costs of personnel.
   .14 Overtime expense of any salaried personnel.
.15 Except as provided in Section 6.7, any cost not specifically and expressly described in
Section 6.
.16 Bond costs for Contractor’s suppliers.

§ 6.9 Discounts, Rebates and Refunds
§ 6.9.1 Cash discounts obtained on payments made by the Contractor shall accrue to the Owner.
Trade discounts, commissions, volume discounts, rebates, refunds and amounts received from
sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make
provisions so that they can be obtained.

§ 6.9.2 Amounts that accrue to the Owner in accordance with the provisions of Section 6.9.1 shall
be credited to the Owner as a deduction from the Cost of the Work.
(Table deleted)(Paragraphs deleted)
July 11, 2019

Kristopher Shoemaker
Orange County Public Library System
101 E Central Ave
Orlando, FL 32801

Dear Sir,

We propose to complete the Southwest Branch Libraries bathroom and breakroom renovations for:

Costs:
Southwest $131,706.00

Schedule:
Southwest October 1 to October 31

We include:
Stainless steel vanity supports
DensShield tile backer
Exterior floor protection
Interior dust protection for the bathroom areas
Water and electric service to remain operational

Not included:
Trough sinks
Wall and floor tile
VCT
Painting
Permit Fees
Bond

Sincerely,

[Signature]
Jeff Suberman
Ruby Builders Inc
<table>
<thead>
<tr>
<th>CSI Section</th>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 1100</td>
<td>General Requirements</td>
<td>$4,325</td>
</tr>
<tr>
<td>01 1100</td>
<td>Supervision</td>
<td>$15,600</td>
</tr>
<tr>
<td>02 4113</td>
<td>Selective Demolition</td>
<td>$4,500</td>
</tr>
<tr>
<td>02 4113</td>
<td>Cutting and Patching</td>
<td>$2,000</td>
</tr>
<tr>
<td>05 5000</td>
<td>Metal supports for sink troughs</td>
<td>$3,955</td>
</tr>
<tr>
<td>06 1000</td>
<td>Blocking</td>
<td>$950</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Materials</td>
<td>$</td>
</tr>
<tr>
<td>08 1416</td>
<td>Doors and Hardware Labor</td>
<td>$</td>
</tr>
<tr>
<td>09 2900</td>
<td>Drywall, tile backer board, acoustic ceilings</td>
<td>$11,743</td>
</tr>
<tr>
<td>09 5100</td>
<td>Acoustical Ceilings</td>
<td>in drywall</td>
</tr>
<tr>
<td>09 3000</td>
<td>Tile and VCT</td>
<td>nic</td>
</tr>
<tr>
<td>09 9000</td>
<td>Painting</td>
<td>nic</td>
</tr>
<tr>
<td>10 2114</td>
<td>Toilet Partitions</td>
<td>$10,629</td>
</tr>
<tr>
<td>10 2813</td>
<td>Toilet Accessories</td>
<td>in partitions</td>
</tr>
<tr>
<td>10 2813</td>
<td>Mirror Lux mirrors</td>
<td>$3,500</td>
</tr>
<tr>
<td>12 3216</td>
<td>Casework</td>
<td>$</td>
</tr>
<tr>
<td>21 13 13</td>
<td>Fire Sprinklers</td>
<td>$2,000</td>
</tr>
<tr>
<td>22 00 00</td>
<td>Plumbing</td>
<td>$27,700</td>
</tr>
<tr>
<td>23 00 00</td>
<td>HVAC</td>
<td>$2,000</td>
</tr>
<tr>
<td>26 00 00</td>
<td>Electrical</td>
<td>$19,325</td>
</tr>
<tr>
<td>28 46 00</td>
<td>Fire Alarm</td>
<td>$1,200</td>
</tr>
<tr>
<td></td>
<td><strong>Subtotal</strong></td>
<td>$109,427</td>
</tr>
<tr>
<td></td>
<td><strong>OH &amp; P</strong></td>
<td>$19,697</td>
</tr>
<tr>
<td></td>
<td><strong>Insurance</strong></td>
<td>$2,582</td>
</tr>
<tr>
<td></td>
<td><strong>Bond</strong></td>
<td>nic</td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td>$131,706</td>
</tr>
<tr>
<td>General Conditions</td>
<td>Quantity</td>
<td>UM</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------</td>
<td>----</td>
</tr>
<tr>
<td>Protection Materials</td>
<td>1</td>
<td>LS</td>
</tr>
<tr>
<td>Protection Labor</td>
<td>24</td>
<td>hrs</td>
</tr>
<tr>
<td>Clean Up</td>
<td>1</td>
<td>ls</td>
</tr>
<tr>
<td>Dumpster</td>
<td>3</td>
<td>loads</td>
</tr>
<tr>
<td>Temporary Toilets</td>
<td>1</td>
<td>mo</td>
</tr>
<tr>
<td>Printing</td>
<td>1</td>
<td>ls</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Staff Labor**

<p>| | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>80</td>
<td>hrs</td>
<td>$75.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>Superintendent</td>
<td>160</td>
<td>hrs</td>
<td>$60.00</td>
<td>$9,600.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td></td>
<td><strong>$15,600.00</strong></td>
</tr>
</tbody>
</table>
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Discussion & Possible Action Items
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Director’s Evaluation &
Personnel Committee Meeting
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Information
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Director’s Report
At last month’s meeting, we discussed the County’s Citizens Review Panel, which had given a preliminary recommendation that the Orange County Library System receive $500,000 to fund the expansion of our BizKids programs at multiple branches. When we last met, the CRP had just held a meeting at which another organization appealed their decision and requested that $100,000 of the funding be allocated to their organization instead. We learned in mid-July that the CRP is upholding its recommendation to give the full $500,000 in funding to the library. The Orange County Board of County Commissioners will review the CRP’s recommendations in the coming months. If they approve the recommendation, we will receive full funding for the project. Staff are hoping to launch the new BizKids Clubs in October.

UCF and Valencia College are in the final stages of opening a campus that will bring thousands of students and faculty to the downtown Orlando area. OCLS staff have held several meetings with the staff at Valencia and UCF to find out how best to ensure that students know what library resources are available to them. There was a positive meeting in June with Eugene Jones, Executive Dean of the Valencia College Downtown Campus, who expressed interest in touring faculty and staff around the library, with a particular focus on the Melrose Center. There was also a request from UCF to bring faculty to the library for training on August 12 to acquaint them with the downtown community, and OCLS will be one stop on their daylong itinerary.

Staff are also working with the schools to develop a special card for Valencia and UCF students that will give them borrowing privileges and access to services as long as they are currently enrolled with one of the colleges. This will allow us to provide service to those students who may not reside permanently in downtown Orlando, but who are here temporarily as part of the campus community. Both Valencia and UCF have agreed to share lists with us that we can use to verify enrollment with the colleges.

On September 13, OCLS is hosting a well-known author at the Orlando Public Library. Jerome Buting, author of Illusion of Justice: Inside Making a Murderer and American’s Broken System, will be here for an author talk about his book. Buting is the defense lawyer from the popular Netflix series Making a Murderer, a documentary about two men who were accused of a murder they may not have committed. This will be a ticketed event. Ticket are $50 for VIP tickets, which include a copy of Buting’s book and an opportunity to meet the author before the event, and $25 for general admission. There will be a cash bar hosted by Hammered Lamb, and VIPs will receive one complimentary drink with their admission. Special thanks to Lisa Franchina for making Buting’s visit possible.

Three branches will be closed for renovations and refurbishment before the end of this year. The Southwest Branch will be closed for the month of October, the South Trail Branch will close for the month of November, and the Southeast Branch will close in December until the first week in January. Staff are working on a plan to inform our customers about the closures and to provide them with information about other library branches they can visit to meet their needs during the closures.

Recent System-Wide Events

Melrose Center

- The Melrose Center joined forces with much of the Main Library on July 20 to honor the 50th anniversary of man landing on the moon during our One Giant Leap celebration. From 10-2, we hosted a variety of lunar-themed experiences for visitors. We had a Moon Buggy VR experience in the Game Design/Simulator Lab, with 135 people taking part. In the darkened Melrose Classroom, we used LittleBits synth kits to help 75 guests create Deep Space Sounds. The Fab Lab hosted Mission Transmission, where snap circuit kits allowed 118 visitors to build a radio and tune into the Apollo 11 radio transmission. Lunar Exposure in the Photo Studio allowed 81 guests to have their photo taken on the moon with Earth in the background. The Video Studio hosted One Small Step, which allowed 113 guests to plant the flag on the moon with some green screen magic, and then pose in what appeared to be a full astronaut outfit. And at 12:00 in Tech Central, the Events and Programs Department arranged for Derek Demeter, Director of the Emil Buehler Planetarium, to present a talk called Luna for 27 attendees. Mr. Demeter discussed the history of the moon, from its early beginnings to the lunar landings and scientific discoveries of the 21st century. During the rest of the event, Tech Central
screened the original CBS News coverage of the Apollo 11 astronauts landing on the moon and taking those historic first steps.

- On July 17, 44 people helped us destroy the Library during our Melrose Monster Makers event. Brian Haynes developed the idea for this night months ago, and a number of Melrose staff members across the different pods helped make it a reality. Billed as an interactive event that let participants use both old school Japanese-style monster effects and motion capture and other modern technology, guests were able to enjoy different facets of monster movie making. In the Fab Lab, a video scene was set up that allowed guests to crush a toy car parked in front of a model of the Main Library using a monster leg fabricated from a boot, latex, high-density foam and several layers of paint. In the Video Studio, participants got to act in a scene from a movie that staff created. The movie was edited by Ryan Mulcahy, featuring a digital monster created by Juan Rivera and sound effects provided by Chase Steele. A host of Melrose staff members (and a handful of staff from other departments) appeared in the movie as puny humans about to be crushed by the giant monster emerging from Lake Eola. The green-screened scene in the Video Studio dropped guests onto the sidewalk behind the Library, allowing them to spot and react to the monster before fleeing in terror. In the Audio Studio, visitors added sound effects to the scenes. Also throughout the evening, Juan demonstrated the motion capture suit at the Interactive Media Wall where participants saw themselves on the big screen acting as a giant monster. We held a Name the Monster contest with 24 attendees suggesting monikers for our creation. The winning selection was offered by four year old Noah C: Gigantus. (Bloodguzzler from six year old Zoe was runner-up.)

- On July 6, we welcomed The Pauses to the Audio Studio for Melrose in the Mix. The Pauses are an Orlando-based band that tours nationally in support of their critically acclaimed album “Unbuilding”, and we managed to schedule this session with them during a brief break from their latest set of tour dates. After sitting for an interview that we hope to use in the future creation of a Melrose in the Mix TV episode, the band performed and recorded before a sold out studio of 23 fans. This included five girls and a volunteer from Orlando Girls Rock Camp, with whom The Pauses have partnered in the past. The girls were invited up to dance with lead singer and bassist Tierney Tough during the final number, and then we turned over the audience Q&A portion to the girls to ask the band questions. They did a great job. Here’s a link to a video of the dancing, captured by audience member and featured artist for September’s Melrose in the Mix session, Steve Garron:

  https://www.facebook.com/steve.garron.1/videos/10157240785553818/

- The Pauses’ session was the second of four consecutive Melrose in the Mix sellouts. Terri Binion sold out in advance of her June session, and both metal bands performing during the first weekend of August sold out their sessions weeks in advance.

- Melrose Camp offerings continued during July, with 13 multi-day camps attended by a total of 74 kids:
  - Make a Custom Stamp (ages 7-10) – 5 attendees
  - Media Producers (9-12) – 7
  - Mad Scientist (9-11) – 6
  - Future Engineers (12-14) – 4
  - Game Design (11-17) – 9
  - Video Editing (13-17) – 4
  - Paper Engineering (11-17) – 6
  - Music Production (11-17) – 6
  - Mini-Media Producers (6-8) – 8
  - Robotics (14-17) – 3
  - Lights, Camera, IMPROV! (11-17) – 7
  - Mini Makers (6-8) – 7
  - Submersibles (11-17) – 2

- The Photo team meetup on July 9 was called How to Pose and Direct Talent. Led by Winny Rivas, the meetup was attended by 24 people and featured best practices on how to produce the most flattering photos possible by employing a series of helpful techniques.

- On July 28, Marko Torres led the Theatre meetup, Improv Games, for 14 attendees, covering the basics of improv while having fun in a supportive environment.
Due to our heavy camp schedule, we only offered Makerspace Open Lab on three Saturdays during July (the moon landing celebration preempted it on July 20.) But those three days drew 67 attendees, including 38 people visiting the Fab Lab on July 27. We held Family STEM Saturday on July 6, with four people (two kids) in attendance.

Membership for Melrose Meetup groups continued to grow during June:
- Orlando Audio – 988 (+12)
- Orlando Digital Media Design – 895 (+18)
- Orlando Melrose Makers – 60 (+1)
- Orlando Out Tonight Theatre – 1,692 (+54)
- Orlando Photo+Design – 2,937 (+35)
- Orlando Video & Post Production – 2,104 (+27)

There were three community meetups during June, with attendance as follows:
- Orlando.NET User Group - 13
- Orlando Robotics and Makers – 9
- Ableton Live Orlando – 7

We welcomed 223 new Melrose Members in July, while 7,948 people visited the Center throughout the month and 454 took the self-guided tour.

Alafaya
- On 1 July, Carey Major led “Build My Universe: Build a Monster.” During this event children created their own monster and worked on building other skills. 59 people participated.
- On 1 July, Lauren Mathur hosted “Pajama Party.” There were 45 participants during this event.
- On 3 July, Alafaya had “Bubble Playtime,” during this interactive bubble class, children worked on their motor development skills. The class had 103 attendees.
- On 2 July, Alafaya hosted an outside presenter, “Reactory Factory.” The kids explored the universe with Reactory Factory. There were 107 participants.
- On 5 July, Carey Major hosted “Escape from the Cosmos.” families must escape Mars by solving a series of challenges. This program had 39 attendees.
- On 6 July, Aidan Mitchell led the program “DC vs. Marvel.” There were 23 attendees at this super hero themed event.
- On 6 July, Lauren Mathur offered a program called “To Infinity and Beyond.” During this Toy Story 4 themed event 72 people participated.
- On 7 July, Helen Curtis led, “Cuisine Corner Junior: Rice Krispie Rockets.” There were 54 attendees for this event.
- On 8 July, Lauren Mathur led “Baby's First Galaxy Art.” During this event babies used edible paint to create galaxy art. 64 people attended
- On 9 July, Alafaya hosted an outside presenter “Drumming Around the World.” This interactive music program had 99 participants.
- On 10 July, Alafaya hosted “PBS Kids Time!” During this monthly program 134 people participated.
- On 11 July, Alafaya hosted an outside presenter “Outer Space Science with DoDad's Lab” This space themed science adventure had 80 attendees.
- On 11 July, Kreg Dobzinski hosted “Kingdom of Board-om.” This monthly program welcomes attendees to play both classic board games and cutting-edge games. 25 people participated.
- On 13 July, Kreg Dobzinski hosted “Super Science.” 34 participants worked on science-based experiments during this monthly program.
- On 13 July, Lisa Glassford and Helen Curtis held “Space Carnival.” This program challenges and games for families. They had 49 people attend.
- On 14 July, Alafaya hosted an outside presenter “Didgeridoo Space Adventure” This interactive music program had 54 participants.
- On 15 July, Lauren Mathur led “Pigs in Space!” Children used their imaginations for games and crafts. She had 51 participants attend this toddler and preschool event.
On 16 July, Alafaya hosted an outside presenter “Comedy Maks' Variety Show.” This program had 146 people attend.

On 17 July, Lynette Schimpf led “Guitar Sing-A-long.” This program had 81 participants sing-A-long.

On 17 July, Lauren Mathur hosted “Afternoon Art.” There were 49 attendees for this art-based program.

On 18 July, Andrew Jeffries and David Smith hosted “Teen Gaming @ OCLS.” This teen gaming event had 20 attendees.

On 20 July, Lauren Mathur hosted “Sparkle Like a Unicorn.” During this program 77 attended to celebrate their love of unicorns.

On 20 July, Aidan Mitchell and Kelly Head held “Steven Universe Spectacular.” During this program 47 participants played games, did crafts, and watched things inspired by Steven Universe.

On 21 July, Kelly Head led “Space Jam.” There were 20 participants at this program.

On 22 July, Carey Major held “Asteroid Adventures.” This toddler and preschool themed event had 80 participants.

On 23 July, Alafaya hosted an outside presenter “Sciencetellers present Aliens: Escape from Earth.” A total of 92 people attended this event.

On 24 July, Aidan Mitchell hosted “Stretch Across the Universe” This introduction to yoga has 35 attendees.

On 27 July, Andrew Jeffries held “Family Maker.” This family program had 27 attendees.

On 27 July, Joanne Southworth and David Smith attended an outreach “Back to School and Wellness Fair District 5 - Commissioner Bonilla's Annual Back to School and Wellness Fair.” They talked to 360 community members about OCLS services.

On 27 July, Lauren Mathur held a “Family Recess Outreach Storytime outreach at Barley & Vine.” There were 32 attendees.

On 27 July, Kreg Dobzinski hosted “A Galaxy of Geodes.” This geode inspired art program had 27 participants.

On 29 July, Lauren Mathur “Boom, Zoom, Blastoff!” This program had 73 participants.

On 30 July, Alafaya hosted an outside presenter for “Meet a Gatorland Wrangler.” This event had 154 attendees.

On 31 July, Lauren Mathur held “Constellation Canvas.” This program had 20 attendees.

On 31 July, Lauren Mathur hosted “Family” Craft Night.” This monthly craft program had 21 attendees.

Throughout the month of July, Carlos Paz, Priscilla Diaz and Diana Rodriguez hosted “English from Zero”, “English Conversation Hour” and “Speaking Clearly” at Alafaya. 199 Customers attended these classes over the month.

In July, Alafaya held numerous “Make a Forky!” events. The participants celebrated the release of Toy Story 4 and made their very own Forky! Over the month there were a total of 213 participants.

Throughout July Alafaya continued the interactive story, “Choose Your Own Story.” Over the month 452 people participated.

In the month of July Alafaya held weekly scavenger hunts. There were 603 participants.

During the month of July, the Alafaya Branch participated in outreaches at the East Orange Community Center Outreach. The total community members the staff interacted with was 64.

In July, Andrew Jeffries, Kreg Dobzinski, and Kelly Head hosted the weekly program “Maker Monday.” During this program participants complete challenges, STEM projects and experiments. 149 people participated.

In July, Alafaya offered the opportunity for children to write NASA astronauts with the “Character Mailbox.” There were 134 participants.

In July, Alafaya held “Summertime Crafts.” A total of 413 participants attended these pop-up crafting programs.

Chickasaw

On 1 July, 121 participants attended “Jack’s Adventure in Space presented by Bright Star.”

On 2 July, 28 participants attended “Tertulia Cuatro Gatos.”

On 3 July, 27 participants attended “Twinkle, Twinkle Little Star.”
On 3 July, 13 participants attended “3D Planets.”
On 5 July, 36 participants attended “Cuentame un Cuento.”
On 8 July, 418 participants attended “Meet a Gatorland Wrangler.”
On 10 July, 147 participants attended “Magical Mr. Tim.”
On 10 July, 50 participants attended “Toddler Playground.”
On 10 July, 13 students attended “Photoshop Levels 1 & 2.”
On 11 July, 43 participants attended “Build My Universe: Build a Boat.”
On 13 July, 125 participants attended “Pokemon Party.”
On 15 July, 115 participants attended “ScienceTelllers present Aliens: Escape from Earth.”
On 15 July, 10 students attended “WhizKids: The Virtual Painter.”
On 17 July, 37 participants attended “Build My Universe: Build a Constellation.”
On 17 July, 28 participants attended “Guardians Remix.”
On 19 July, 52 participants attended “Teen Art Adventures: CD Scratch Art.”
On 19 July, 13 students attended “Photography: Camera Levels 1 & 2.”
On 22 July, 82 participants attended “FLIGHT! With A.C.T. for Youth.”
On 22 July, 10 participants attended “Gaining Financial Control of Your Divorce.”
On 24 July, 37 participants attended “Play with Me.”
On 24 July, 240 participants attended “SteveSongs Concert.”
On 25 July, 53 participants attended “Asteroid Adventures.”
On 27 July, 648 members of the community were engaged at Commissioner Bonilla’s “Orange County Back 2 School and Wellness Fair.”
On each Tuesday in July, an average of 42 people attended “Storybook Fun.”
On each Tuesday in July, an average of 42 people attended “Toddler Time.”
On each Tuesday in July, an average of 21 people attended “Tiny Tales.”
On each weekday in July, an average of 236 people attended “Summer BreakSpot.”
On each weekday in July, an average of 52 people attended “Summertime Crafts.”
On each Wednesday in July, an average of 12 students attended “Basic Spanish.”
On each Wednesday in July, an average of 11 students attended “English Conversation Hour.”
On each Monday and Tuesday in July, an average of 10 students attended “English from Zero.”
On 22, 23, & 24 July, an average of 8 students attended “Learn to Draw Camp.”

Eatonville
On 1 July, Eatonville hosted “Sing Along with Yehaa Bob” and a total of 37 attended this fun filled sing along.
On 8 July, Eatonville hosted “Space Exploration with Eclectique Productions” and a total of 40 attended and enjoyed a musical journey through space and time with live music from favorite movies like Star Wars.
On Wednesday’s in July, Veronica Tinsley hosted a variety of “WhizKids” classes ranging from coding to robotics. A total of 65 kids from ages 5 – 12 participated these classes which focused on STEM engagement.
On 11 July, Patty Brinkman hosted “Van Gogh-ing into Space.” A total of 21 participants learned about the life and art of Vincent Van Gogh and how to create their own watercolor painting of The Starry Night.
On 12 July, Eatonville hosted “Magic & Mayhem presents The Moon Bunny” and a total of 45 attended and enjoyed this magical comedy show inspired by Japanese, Korean, Aztec and Native American Folklore of the magical moon bunny.
On 13 July, Victoria Martin hosted a tour for 33 attendees from the Zora Museum.
On 15 July, Eatonville hosted “Amazing Animals.” The presenters showcased a variety of animals and participants were given the opportunity to have a personal encounter with some of them. A total of 65 attended.
On 16 July, Patrice Florence-Walker hosted “Build My Universe: Build an Animal.” A total of 34 participants enjoyed a variety of animal stations involving puzzles, tangrams, animal habitats, and creating their own wacky animal.
• On 20 July, Eatonville hosted “Super Family Science: Rocket Launch” and a total of 15 attendees learned the basics of rocketry, how to build and launch a rocket.
• On 27 July, Patrice Florence-Walker attended “Barnes & Noble Author Bookfair.” A total of 40 attendees stopped by our table and learned about services and resources provided by the Orange County Library.
• On 29 July, Eatonville hosted our last Summer Reading Program “To Boldly Go with Gigi & Friends.” A total of 23 attendees had an amazing time with the comical circus clown acts of Gigi and Bucky in outer space.
• A total of 33 participated in July’s “Check it Out Kids & Family Expo.”

Fairview Shores

• On 5 July, 20 adventurers discovered the wonders of space through stories and interactive activities during, “Space Discovery.”
• On 6 July, 19 enjoyed a unique fusion of Australian music, culture and comedy during “Didgeridoo Space Adventure.”
• On 9 July, 20 chefs joined us for “Cuisine Corner Junior: Pizza Planet Dip” where they tickled their taste buds with a unique twist on a family classic.
• On 10 July, 54 attendees joined astronomers from the Emil Buehler Planetarium as they took us on a virtual voyage across the universe during, “See the Universe.”
• On 10 July, “Magical Mr. Tim” delighted 105 children and adults with his bumbling antics and magic that never seemed to go as planned.
• On 11 July, 19 participants explored the Red Planet during, “March on Mars.”
• On 12 July, 24 children and parents attended “Tiny House: Garage Play” at Fairview Shores. Little explorers were able to learn, grow and play with hands-on activities inspired by using objects in the garage!
• On 13 July, 20 participants picked a side and challenged their abilities with trivia and activities during, “DC vs. Marvel.”
• On 16 July, Fairview Shores hosted 18 participants for “Terraforming Terrariums.”
• On 17 July, Fairview Shores hosted 45 children and adults as we explored outer space with experiments, music, puppetry and lots of laughter during, “Outer Space Science with DoDad’s Lab.”
• On 18 July, 20 attendees participated in “The Great Paper Airplane Challenge”
• On 18 July, “Tertulia Cuatro Gatos” hosted their monthly meeting where they read poetry, discussed literature and sang; 30 people enjoyed these cultural events.
• On 19 July, 20 participants learned about animal adaptations and created their own animal during, “Build my Universe: Build an Animal.”
• On 24 July, 116 learned more about some of our favorite animals during, “Central Florida Zoo presents GO WILD!”
• On 31 July, 37 attendees went on an exciting journey during “Mark Wade Ventriloquist.”
• On 11, 18, and 25 July, “Bubble Play Time” engaged an average of 36 toddlers and preschoolers for a great time developing coordination while playing with bubbles.
• On 3, 10, 17, 24, and 31 July, an average of 15 joined us for an exciting pajama party with stories, games and crafts during “Pajama Tales!”
• Each Tuesday in July, Fairview Shores hosted an average of 23 participants for a special art storyline filled with stories, songs, and art projects during, “Stories & Art.”
• Every Monday through Friday in July, Fairview Shores hosted “Summer Breakspot” where an average of 66 kids a day, 18 and under, received a free nutritious meal from the Orange County Public Schools Food Bus in the library parking lot, then joined us inside the library meeting room to nourish their bodies and minds.
• Every Monday in July, an average of 30 children and parents participated in Fairview Shores “0-5 Storytime.” This read-aloud program encourages early literacy skills and includes rhythm and repetition of nursery rhymes, picture books, songs, and flannel board stories.
• In July, a total of 240 children and parents engaged in “Pop-Up Children’s Playtime.” They created various coloring and craft activities and played with toys focused to help build motor skills.
• In July, a total of 525 children and parents engaged in “Pop-Up Crafts” at the library.
Hiawassee

- On 2 July, Hiawassee hosted “Meet a Gatorland Wrangler,” where 127 youth got up close and personal with snakes and gators from Gatorland.
- On 5 July, Hiawassee presented “Build My Universe: Build a Monster” to 13 preschoolers who enjoyed building their own monster to express their inner beauty, because it’s what’s on the inside that counts.
- On 8 July, Hiawassee facilitated “Color Your Universe” for 10 attendees who spaced out and colored their worries away.
- On 9 July, Hiawassee presented “OrisiRisi African Folklore,” to 118 attendees who shared the beauty of African life and culture through a unique folkloric performance filled with drumming, dance and storytelling.
- On 10 July, Hiawassee held the ultimate superhero faceoff with “DC vs. Marvel” for 13 teens and tweens who participated in challenges with trivia and activities.
- On 11 July, Hiawassee taught 14 library users how to create a Haley’s Comet fizzing bath bomb and exfoliating sugar scrub during the “Space Spa” DIY event for relaxation that is out of this world.
• On 12 July, Hiawassee’s “Bubble Playtime” was the place to be for 23 preschoolers joined together for fun and to develop motor skills in an interactive bubble class.
• On 16 July, Hiawassee hosted “Talako Indian Dancers,” where 82 youth enjoyed a performance by this award-award-winning, non-profit youth organization and learned about Florida’s Native American history.
• On 16 July, Hiawassee blasted off with “Cuisine Corner Junior: Rice Krispie Rockets” for 18 attendees who decorated a delicious treat while exploring the cosmos.
• On 18 July, facilitated a “Galaxy Calming Jar” DIY event for 18 attendees who made their own galaxy-inspired calming jar.
• On 19 July, Hiawassee presented “Build My Universe: Build a Nest,” where 11 preschoolers learned how birds build their nests and built nests for themselves.
• On 20 July, hosted “Cuisine Corner: Cooking with the Family” with Yamira Lee Johnson, head chef and founder of Breaking Bred with Mira; 11 library customers learned an easy recipe to fit into their family’s busy schedule.
• On 23 July, Hiawassee customers enjoyed “The Selfish Giant with Bits ‘n Pieces,” a theatrical abridged version of Oscar Wilde’s original fairy tale enjoyed by 90 library users.
• On 24 July, Hiawassee presented “DIY Galaxy Bath Bombs” for 18 participants who treated themselves by making bath bombs.
• On 27 July, Hiawassee hosted the “Community School of Arts: Art Exhibition for 90 attendees gathered to view artwork created by CSA students during the summer at Hiawassee.
• On 30 July, Hiawassee presented “Jiggle Man” for 91 youth who enjoyed the comedians jumping, joking and juggling act.
• On 30 July, Hiawassee customers enjoyed “Cuisine Corner Junior: Lemonade Craze,” with 14 people satisfying their summer craving with ice cold lemonade.
• On 1 - 31 July, Hiawassee partnered with Orange County Public Schools to offer meals to 1,790 children, averaging 78 meals per day.
• On 1 and 27 July, Hiawassee promoted “Check It Out: Kids & Family Expo,” presenting 32 children who checked out five or move books with tickets to Florida Kids & Family Expo.
• On 1, 8, 11, 15, 18, 22, 25 and 29 July, Hiawassee offered “English from Zero” classes to an average of 11 beginning English learners.
• On 6 and 13 July, Hiawassee partnered with Women in the Arts, Inc. to offer “CSA School of Arts Summer Session” to an average of 49 art students per session.

Main
• The interactive “Music in the Library: Dueling Pianos” event on 7 July gave 88 listeners the chance to sing along with their favorite classic songs.
• The Central Florida Zoo visited the library on 11 July to present their educational and entertaining “GO WILD!” show to 205 attendees who had fun learning and interacting with wild animals.
• The 13 July “After Hours: Unusual Frida-Art Reception” was attended by 375 people. The evening included artwork by the ALIVE Artist Group and an exciting costume contest.
• On 13 July, the library held its second annual “Early Learning Resource Fair” for 241 children and their caregivers. Participants had fun connecting with over thirty community partners offering fun and educational activities and resources. Special activities included developmental screenings and touring a school bus.
• A total of eleven adventurers set out on a quest to “Learn to Play Dungeons & Dragons” on 14 July.
• On 15 July, eleven engineers built “Cardboard Cat Rockets” for their furry friends.
• On 16 July, the library welcomed Magic and Mayhem who presented their “Moon Bunny” show to 181 children who enjoyed the comedic and magical interactive performance.
• There were thirty in attendance for the “Orlando Remembered” meeting on 17 July. The event featured speaker Rick Kilby, award winning author of “Finding the Fountain of Youth: Ponce de León and Florida's Magical Waters.”
• On 18 July, 17 sci-fi fans celebrated the twentieth anniversary of “Galaxy Quest” with snacks, games and a screening of the movie.
A total of 69 people attended the 18 July, “LIFE Information for Elders: Problems Sleeping Later in Life” event to learn how sleep patterns change and to hear tips for resolving sleep issues.

On 20 July, 555 people attended the “One Giant Leap: A 50th Anniversary Celebration of the Moon Landing” event and participated in activities throughout the building including:

- Meeting PBS character Jet, completing a Lunar Lander STEM challenge and space-themed crafts.
- Brendan Byrne a WMFE reporter, Derek Demeter, Director of the Emil Buehler Planetarium, and Natalia Guerrero a MIT researcher, presented lectures to 94 space enthusiasts.
- The TEC department hosted an Augmented Reality Experience, Virtual Reality Experience, and Dash Robot Experience for a total of 714 attendees at all 3 events.
- Learning Central Staff helped 96 aeronauts fold airplanes for the “Paper Airplane Physics & Trivia” program, while 24 docked at the “Space Stations” to complete interstellar puzzles and write contact messages inspired by the Voyager spacecraft golden records. The “Lunar Lounge” welcomed 88 travelers to sample a moon mocktail, and 29 crafters tried their hand at “Constellation Cross Stitch.”
- The “Wide World of Watermelon” event on 21 July offered 105 people the opportunity to meet the Watermelon Queen, hear themed stories and play trivia and games.

In “Art 101: Terry Gilliam” on 24 July, 11 artists learned about Terry Gilliam’s life and created their own art inspired by his work.

- The library hosted popular children’s performer “SteveSongs” for a concert on 24 July, where 362 early learners and their parents enjoyed singing and dancing along to the performance.
- On 28 July, 14 trivia buffs participated in “Sci-Fi Movie Trivia.”
- Working in teams, 16 puzzlers raced against the clock to finish a 1000-piece jigsaw puzzle during the “Jigsaw Puzzle Jamboree: Space Edition” on 29 July.
- The TEC department offered a variety of “WhizKids” classes and camps in the month of July for a total of 344 attendees in total.
- The TEC department offered a variety of “It’s Sew Easy” Camps in the month of July that had 111 attendees in total.
- The “English From Zero” Sunday series continued through July, welcoming 67 students.
- The TEC department offered a variety of “TechKrew” classes and camps in the month of July that had 1,070 attendees in total.
- The “Social Worker @ the Library” program assisted 129 customers over 8 sessions in July.

**North Orange**

- On 2 July, 34 participants attended “Build My Universe: Build a Rocket.”
- On 9 July, 47 participants attended “Sparkle Like a Unicorn.”
- On 9 July, 22 participants attended “Build My Universe: Build a Mars Shelter.”
- On 11 July, 65 participants attended “Space Exploration with Eclectique Productions.”
- On 12 July, 21 participants attended “Astronaut for a Day.”
- On 13 July, 118 customers attended “NACA Home Buying Workshop.”
- On 16 July, 50 participants attended “Build My Universe: Build a Monster.”
- On 18 July, 12 customers attended “Efficient Irrigation Workshop.”
- On 18 July, 86 students attended “Amazing Animals.”
- On 19 July, 43 participants attended “Little Chef: Moon Snacks.”
- On 20 July, 25 participants attended “Cookies & Milk with a Cop.”
- On 23 July, 31 participants attended “Build My Universe: Build a Nest.”
- On 25 July, 34 participants attended “Face Painting for Kids.”
- On 25 July, 75 participants attended “To Boldly Go with Gigi & Friends.”
- On 26 July, 28 participants attended “3D Planets.”
- On 27 July, 33 participants attended “Tie Dye Madness.”
- On 28 July, 16 participants attended “Stranger Things Escape Room.”
- On 30 July, 21 participants attended “Build My Universe: Build a Constellation.”
• North Orange created a “Summer Activity Bundle” for preschoolers. Kids practiced their writing, reading and motor skills by completing the activities for a treasure box prize. A total of 270 kids participated.
• North Orange hosted “Communi-Tree: A Universe of Stories.” A total of 161 people participated by sharing their dreams of becoming Astronaut or visiting the moon.
• On each Tuesday in July, an average of 70 people attended “Storybook Fun.”
• On each Tuesday in July, an average of 42 people attended “Toddler Time.”
• On each Tuesday in July, an average of 18 people attended “Tiny Tales.”
• On each Tuesday in July, an average of 15 students attended “Basic Spanish.”
• On each weekday in July, an average of 65 people attended “Summer BreakSpot.”
• On each Wednesday in July, an average of 75 people attended “Storytime Crafts.”
• On each Wednesday in July, an average of 12 students attended “English from Zero.”
• On each Wednesday in July, an average of 11 students attended “Intermediate English.”

South Creek
• South Creek hosted Summer Break Spot during July. A total of 3937 people came in for free lunches.
• South Creek hosted Prime Time, a family reading time, which is a grant from the Florida Humanities Council. For the last two sessions, 24 people attended.
• On 3 July, “Jack's Adventure in Space presented by Bright Star,” an SRP program, brought 94 people into the branch.
• On 5 July, Customer Service Tech Laura Lizardi presented “Galactic Groove” to 35 children and their caretakers.
• On 6 July, “The Great Paper Airplane Challenge” was presented to 47 people.
• On 10 July, “Sing Along with Yehaa Bob” brought 174 people to the branch.
• On 12 July, Circulation Clerk Jan Aikens presented “Terraforming Terrariums” to 39 people.
• On 13 July, Circulation Clerk Claudia Freeland entertained 25 people with “Stretch Across the Universe.”
• On 16 July “Build My Universe: Build an Alien Race” entertained 61 people.
• On 17 July, “Snake Education with a Twist” attracted 166 people to the branch.
• On 19 July, Cassandra Zamutt brought in 90 people for “Astronaut for a Day.”
• On 20 July, “Patty Shukla's Super Music & Movement” entertained 58 people.
• On 24 July, “Sciencetellers present Aliens: Escape From Earth” enthralled 77 patrons.
• On 25 July, “Build My Universe: Build a Mars Shelter” was presented by Cassandra Zamutt to 67 children.
• On 26 July, 65 people came in for “DIY Galaxy Bath Bombs.” The program was presented by Cassandra Zamutt.
• Weekly events were popular this month.
• South Creek hosts story times on Mondays and Tuesdays. The total attendance for the month was 1431 people attending Toddler Time, Tiny Tales and Storybook Fun.
• ESOL classes are offered on Mondays and Tuesdays as well. During July, 517 people attended English Conversation Hour, Talk to Me, Reading Clearly and Speaking Clearly, all ESOL classes.
• Wednesdays are set aside for “Tertulia Cuatro Gatos/Spanish Book Club.” In July, 220 people attended this weekly event.

South Trail
• Again, summer OCLS is partnering with the Orange County Public Schools to offer free lunch to anyone 18 or under as part of their "Summer BreakSpot program." OCLS and OCPS fed over 5500 kids at South Trail. Our busiest day in July was 10 July, when we fed 185 kids!
• “English From Zero” met on Saturday mornings during July and averaged 18 students.
• “Prime Time Family Reading Time” met on Mondays during July and averaged 21 people per session.
• On 1 July, “Out of This World Movies” had 10 people in attendance.
• On 2 July, “Crafting Corner” had 36 participants.
• On 2 July, 25 people enjoyed “Space Lander STEM Challenge.”
• On 2 July, “Sing Along with Yehaa Bob” had 41 people entertained with Bob’s antics.
• On 3 July, “Build My Universe: Build an Animal” had 31 people participating.
• On 3 July, “Sparkle Like A Unicorn” had 31 people in attendance.
• On 3 July, 24 people enjoyed “Coloring Pages & Board Games.”
• On 5 July, “Out of This World Movies” had 14 people viewing the movie.
• On 5 July, “Space Carnival” had 37 people in attendance.
• On 9 July, “Life of a Firefighter” entertained 34 participants.
• On 9 July, “3D Planets” had 12 in attendance.
• On 9 July, “Crafting Corner” had 42 people making crafts together.
• On 10 July, “Coloring Pages & Board Games” had 36 participants.
• On 10 July, 34 people enjoyed “Stories and Stretches.”
• On 11 July, “Constellation Canvas” had 18 in attendance.
• On 11 July, 11 people participated in “Reading Corner.”
• On 12 July, “Space Discovery” had 17 people in attendance.
• On 16 July, “Crafting Corner” had 33 participants.
• On 16 July, “Jiggleman” entertained a crowd of 51.
• On 16 July, 14 people attended “A Galaxy of Geodes.”
• On 17 July, 33 people participated in “Toilet Paper Solar System.”
• On 17 July, “Build My Universe: Build an Alien Race” had 39 in attendance.
• On 17 July, “Coloring Pages & Board Games” had 27 people participating.
• On 20 July, “Out of This World Movies” had 15 people watching the movie.
• On 23 July, “Crafting Corner” had 20 participants.
• On 23 July, “Van Gogh-ing Into Space” had 20 people in attendance.
• On 23 July, “Talako Indian Dancers” entertained a crowd of 47 people.
• On 24 July, 41 people participated in “Little Chef: Moon Snacks.”
• On 24 July, “Coloring Pages & Board Games” entertained 38 people.
• On 25 July, “Cuisine Corner: Easy Summer Meals” entertained 12 people with delicious meals.
• On 26 July, “Asteroid Adventures” had 14 in attendance.
• On 26 July, “Out of This World Movies” had at attendance of 13.
• On 27 July, 21 people participated in “Alina Celeste Sing Along.”
• On 27 July, Carolyn McClendon, Branch Manager, represented OCLS at the “Family Wellness Affair” and talked to over 275 people about library services.

Southeast
• On 11 July, the event “Big Idea Balloons” was hosted at Southeast, a total of 119 people attended.
• On 13 July, the event “Sciencetellers present Aliens: Escape From Earth” was hosted at Southeast, a total of 51 people attended.
• On 18 July, the event “Mark Alan's Magic Show” was hosted at Southeast, a total of 116 people attended.
• On 18 July, the event “Adult Art-Watercolor” was hosted at Southeast, a total of 25 people attended.
• On 19 July, the event “DIY Galaxy Bath Bombs” was hosted at Southeast, a total of 23 people attended.
• On 20 July, the event “Flower Pot Painting” was hosted at Southeast, a total of 42 people attended.
• On 8 & 22 July, the event “Family Trivia” was hosted at Southeast, a total of 62 people attended.
• On 22 July, the event “The Selfish Giant with Bits 'N Pieces” was hosted at Southeast, a total of 62 people attended.
• On 27 July, the event “Recycling Bin Rockets” was hosted at Southeast, a total of 26 people attended.
• On 27 July, the event “Library Pop-Up: Lake Nona” was hosted at Valencia Collage, a total of 114 people attended.
• Every day for the month of July, a total of 1622 children and caretakers participated in Southeast’s “Color Your World!”
• Every Wednesday for the month of July, a total of 457 children and caretakers participated in Southeast’s “Wednesday Morning Story Times.”
• Every Monday and the last Friday in July, “English from Zero” was hosted at Southeast, a total of 5 workshops were held with a total of 179 attendees.
• Every Tuesday for the month of July, “Speaking Clearly” was hosted at Southeast, a total of 7 workshops were held with a total of 156 attendees.
• Every Thursday for the month of July, “Spanish From Zero” was hosted at Southeast, a total of 2 workshops were held with a total of 42 attendees.
• During July, 100 children participated in the library’s “Check It Out: Kids & Family Expo” promotion.

Southwest
• On 1 July, Southwest staff presented “Artsy Toddler” where 80 participants enjoyed exploring art and listening to stories and songs.
• On 3 and 15 July, a total of 190 customers attended “Bubble Playtime” and interacted with bubbles while developing their motor development skills.
• On 20 July, the library hosted “Tai Chi for Health” with a focus on breathing, stretching and balance for 22 attendees.
• On 22 July, “Science Tots” featured STEAM centered learning and 98 attendees learned important skills through exploration, play and discovery.
• On 23 July, 26 members of the “Southwest Book Club” met to discuss their monthly selection.
• On 26 July, 192 attendees were able to get up close and personal with the amazing creatures from Gatorland.
• On 29 July, Southwest staff hosted “Pokemon Party” where 65 participants enjoyed Pikachu Fun, activities and crafts.
• In July, 150 children participated in the library’s “Check it Out: Kids & Family Expo” promotion.
• The library partnered with the Adult Literacy League for “Cozy English Conversations” for a July total of 81 attendees to work on English vocabulary, pronunciation and comprehension.
• In July, an average of 15 customers attended the weekly “Practice Makes Perfect-Conversational English Workshop” to improve their comfort level with speaking English.
• In July, Southwest hosted “Storytime Crafts.” Three events were held with a total of 334 attendees.
• In July, children were invited to write a postcard to Buzz Lightyear as part of the monthly "Character Mailbox," 79 postcards were received.
• In July, the “Space Scavenger Hunt” helped children learn about the Dewey Decimal System and the 145 who participated received a small prize.
• In July, Southwest hosted “Space Crafts.” Four events were held with a total of 364 attendees.

Washington Park
• On 1 July, Washington Park Branch hosted “Life of a Firefighter” presented by the Orlando Fire Department. Families met real firefighters and found out what it takes to fight the heat. Ninety-nine customers came and enjoyed the show.
• On 3 July, Jesus Viana hosted the “How Do Astronauts Eat in Space” at the Washington Park Branch. Families experienced an insightful and tasty event. There were 10 participants.
• On 11 July, Eli Mender presented “Van Gogh-ing Into Space” at the Washington Park Branch. Customers let their artistic light shine at the library as they recreated Vincent Van Gogh's The Starry Night. There were 21 participants.
• On 11 July, Washington Park Branch hosted “Day of the Dog: Service Dogs and Their Importance.” Families met wonderful service dogs trained by Expanding Intelligence and learned about the importance of their jobs. There were 12 participants.
On 15 July, Washington Park Branch hosted “3, 2, 1 Blastoff! With Mad Science Live.” Fifty customers journeyed to the far reaches of outer space with our favorite Mad Scientists.

On 16 July, Deborah Aponte presented “Light Your Universe: Constellation Candles Jars” at Washington Park Branch. We explored the constellations and lit up our universe by creating our own constellation candle jar. There were 10 participants.


On 24 July, Janet Schulte presented “Avengers Academy” at the Washington Park Branch. Young comic fans, united and celebrated Earth's mightiest of heroes with stories, crafts and activities. There were 18 participants.

On 25 July, Kevin Lopez presented “Terraforming Terrariums” at the Washington Park Branch. Participants designed a world that fits in the palms of their hands and learned the concepts of planetary terraforming by creating a miniature terrarium. There were 14 participants.

On 27 July, Leasha Tavernier attended "The 16th Annual Back Day to School Festival" hosted by Caribbean Community Connection of Orlando. She was able to reach out to 167 people.

In July, Washington Park hosted “Character Mailbox” featuring postcards to an alien. 31 children participated by writing letters and sending them through our character mailbox.

In July, 30 children participated in the “Check It Out: Kids & Family Expo” contest.

Every Monday through Friday in June, Washington Park hosted “Summer BreakSpot” a program where children received a free nutritious meal from OCPS that they could enjoy inside the library. There were 714 children that received lunch during the month of July.

Every Wednesday in July, “English from Zero” was hosted at the Washington Park Branch. A total of 5 classes were taught with an average of 12 students per class.

Every Friday in July, “English Conversation Hour” was hosted at the Washington Park Branch. A total of 4 classes were taught with an average of 11 students per class.

Every Saturday in July, “Writing Clearly Beginner” was hosted at the Washington Park Branch. A total of 4 classes were taught with an average of 11 students per class.

West Oaks

On 2 July, the SRP event, “Kids Yoga”, was hosted at the West Oaks Branch Library and Genealogy Center. Parents and preschoolers participated in our monthly children’s yoga class. A healthy and fun time was had by all 47 customers attending!

On 2 July and 17 July, our Community Partner, Heathy West Orange, joined us again by hosting a table sharing information and resources on being a healthy West Orange resident to an audience of 65.

On 2 July through 30 July, the weekly event series, “Practice Makes Perfect” was hosted at the West Oaks Branch Library and Genealogy Center. A certified ESOL instructor with the Adult Literacy League led the class with 29 diverse customers practicing conversational English with other non-native speakers!

On 3 July, the SRP event, “The Selfish Giant with Bits 'N Pieces”, was hosted at the West Oaks Branch Library and Genealogy Center. An audience of 38 enjoyed robo-lore from days of yore as Bits 'N Pieces Puppet Theatre brought an abridged version of Oscar Wilde's original fairy tale, The Selfish Giant's Garden, to life before our eyes!

On 5 July through 26 July, the SRP event, “Cookies & Milk with a Cop Storytime” was hosted at the West Oaks Branch Library and Genealogy Center. Parents were invited to bring their kids weekly to meet our local police officers and enjoy a story, cookies, and milk! Enjoyed by 172 customers.

On 5 July, the SRP event, “Space Exploration with Éclectique Productions” was hosted at the West Oaks Branch Library and Genealogy Center. We invited 24 customers to join us on a musical journey through space and time with beautiful live music!

On 8 July, the SRP event, “Scienctellers present Aliens: Escape From Earth” was hosted at the West Oaks Branch Library and Genealogy Center. An audience of 27 customers enjoyed this action-packed and educational alien adventure using science experiments for special effects. It was totally out of this world!

On 9 July, the SRP event, “Build My Universe: Build a Nest” was hosted at the West Oaks Branch Library and Genealogy Center. Customers learned how birds build their nets and how to build one on their own. An audience of 54 enjoyed this event!
On 9 July through 30 July, the ASR Event Series, “Tracing Your European Ancestors”, was hosted at the West Oaks Branch Library and Genealogy Center. Each week this genealogy course presented information on researching ancestors of European, Scandinavian, German, and British Isles descent to a combined total of 30 genealogy researchers.

On 10 July, the SRP event, “Magic & Mayhem presents The Moon Bunny” was hosted at the West Oaks Branch Library and Genealogy Center. With excitement, 146 children and parents joined us for a magical comedy show inspired with Japanese, Korean, Aztec and Native American folklore featuring a magical bunny in the moon!

On 11 July, the ASR event, “DNA and Genealogy: An Introduction” was hosted at the West Oaks Branch Library and Genealogy Center. An audience of 12 joined us for this enlightening session that explained the basics of genetic genealogy and how DNA testing can supplement your traditional genealogical research.

On 11 July, the SRP event, “Astronaut for a Day” was hosted at the West Oaks Branch Library and Genealogy Center. A total of 22 future astronauts of all ages tested their skills and endurance to complete missions to see if they had what it takes to blast off into space!

On 11 July through 25 July, the event series, “Writing Clearly for Beginners: ESOL”, was hosted at the West Oaks Branch Library and Genealogy Center. This series introduced 29 customers to the beginning and basics of English grammar by focusing on the parts of speech, the organization of sentences, and vocabulary building.

On 15 July, the SRP event, “Cuisine Corner Junior: Rice Krispie Rockets” was hosted at the West Oaks Branch Library and Genealogy Center. This fun interactive event had 23 attendees decorating a delicious treat as we explored the cosmos!

On 16 July, the SRP event, “Build My Universe: Build a Constellation” was hosted at the West Oaks Branch Library and Genealogy Center. With curiosity and excitement, 18 children and parents used their imagination to connect the dots in the sky and explored super star clusters with stories, activities and crafts.

On 17 July, the SRP event, “Reactory Factory Explores the Library” was hosted at the West Oaks Branch Library and Genealogy Center. This musical performance was enjoyed by 126 customers, exploring the universe with Reactory Factory as they learned about science and sound with Dr. Reacto and DJ Dan!

On 17 July through 31 July, the weekly ASR event series, “Endogamy: Advanced Genetic Genealogy Study Group” was hosted at the West Oaks Branch Library and Genealogy Center. A dedicated audience of 26 participated weekly in discussions of specific chapters from the book Advanced Genetic Genealogy: Techniques and Case Studies by Debbie Parker Wayne (Editor).

On 18 July, the ASR event, “I've Done My DNA. Now What?” was hosted at the West Oaks Branch Library and Genealogy Center. This event welcomed 10 genealogy researchers, learning the best way to begin analyzing and working with their DNA matches, and learning the pitfalls to watch out for and discovering how to use their DNA test results in their research.

On 22 July, the SRP event, “How Much do you Weigh on the Moon?” was hosted at the West Oaks Branch Library and Genealogy Center. Ever fall asleep and have something fall on your head? Ouch….but, that's gravity! We invited 17 children to experiment with this phenomenon and learn all about how gravity works, both on earth and in space.

On 23 July, the SRP event, “Build My Universe: Build a Monster” was hosted at the West Oaks Branch Library and Genealogy Center. Sometimes, monsters can look like anything! With creative imagination, 29 customers were excited to build their very own monster that expressed inner beauty, because its what's on the inside that counts.

On 23 July, the SRP event, “DC vs. Marvel” was hosted at the West Oaks Branch Library and Genealogy Center. An audience of 13 joined us for the ultimate superhero faceoff. After picking sides, attendees challenged their knowledge and abilities with trivia and fun activities!

On 24 July, the SRP event, “Magical Mr. Tim” was hosted at the West Oaks Branch Library and Genealogy Center. It's crazy, zany and chaotic magic when Mr. Tim comes for a visit! No worries, our 154 customers attending this fun and exciting event helped Mr. Tim make some awesome magic!

On 27 July, the SRP event, “Little Chef: Moon Snacks” was hosted at the West Oaks Branch Library and Genealogy Center. Three, Two, One…Blast Off!! An enthusiastic audience of 12 customers joined us on a
tasty adventure! We spread, cut and sprinkled layers of an out-of-this world snack inspired by a favorite friend in the sky! This “Mommy or Daddy and Me” cooking event was enjoyed by all!

- On 29 July, the ASR event, “Cuisine Corner: Mango Monday” was hosted at the West Oaks Branch Library and Genealogy Center. Mondays are for the mangoes. Representatives from the National Mango Board presented details and information on the proper ways to select and prepare the fruit to an audience of 22.
- On 30 July, the SRP event, “Build My Universe: Build a Rocket” was hosted at the West Oaks Branch Library and Genealogy Center. Preschoolers and parents joined us to see how far their rocket will fly! All 40 attendees learned how astronauts go into space and participated with building a rocket of their own!
- On 31 July, the SRP event, “Sing Along with Yehaa Bob” was hosted at the West Oaks Branch Library and Genealogy Center. With excitement and enthusiasm, 104 customers joined us to sing along, clap along and laugh along with one of America’s funniest entertainers, Yehaa Bob!
- On 31 July, the contest, “CHECK IT OUT: Kids & Family Expo” concluded with 79 juvenile customers participating. Customers checked out five or more items and received a coupon for free admission for one child and one adult to the Kids & Family Expo running August 17 & 18 at the Orange County Convention Center.

Windermere

- On 02 July, “Bubble Playtime” brought 11 children and 7 adults to the library to jump around and be active while playing with bubbles.
- On 03 July, 40 children participated with “Fourth of July Coloring Activity” by coloring the fun sheet to celebrate our country’s birthday.
- On 03 July, 51 children and 28 adults were dancing around during “Didgeridoo Space Adventure” while listening and learning about the Australian instrument.
- On 03 July, the library was filled with the sounds of Australia as 21 children and adults came to “Out of This World Crafts” to make their own didgeridoos.
- On 05 July, “Dig in the Florida Sand” brought 9 children and 7 adults to dig through sand to find seashell, plastic alligators, and gold doubloons.
- On 06 July, 29 children participated in “Cardboard Spaceship Coloring” by coloring a spaceship and then pretending to be aliens and attacking the spaceship.
- On 06 July, to celebrate the new Toy Story 4 movie, 22 children and 11 adults came to the library to make the favorite new character Forky.
- On 06 July, “English from Zero” brought 2 children and 20 adults to the library to practice and improve their English.
- On 08 July, “It’s Okay, Pluto!” celebrated the dwarf planet with 14 children and adults who played games and made crafts.
- On 08 July, 10 children and 11 adults came to “Picture This, Junior! With ArtReach Orlando” to read a story about the moon and then create their own moon.
- On 09 July, to celebrate National Cow Appreciation Day, Baby Cow came to the library with 30 children and 22 adults during “Storytime with Chick-fil-A” to read a story and make a cow-themed craft.
- On 10 July, “Snake Education with a Twist” brought 114 children and 55 adults to the library to learn all about different snakes from the very funny Chief.
- On 10 July, 16 children and adults came to “Out of This World Craft” to create their own slithery snake.
- On 13 July, 43 children, 3 teens, and 48 adults came to “Amazing Animals” to learn all about animals from all over the world and our backyard including a turtle and a skunk.
- On 15 July, “Build My Universe: Build an Animal” brought out the creativity of 11 children and 9 adults who created their own animal out of clay.
- On 16 July, “Pajama Jamboree” explored the solar system with 16 children and adults creating a mobile with all the planets.
- On 17 July, laughter and delight filled the library during “Magical Mr. Tim” while 79 children and 33 adults enjoyed the funny magic show.
- On 17 July, “Out of This World Craft” took inspiration from the magic show by creating magic wallets with 17 children and adults.
• On 18 July, 12 children and 7 adults came to “Picture This! With ArtReach Orlando” to read a story and paint a picture.
• On 19 July, “Astronaut for a Day” brought 11 children and 5 adults to the library to practice how to be an astronaut like trying to perform simple tasks while wearing bulky gloves or wearing a helmet.
• On 20 July, “How Do Astronauts Eat in Space?” 12 children and 4 adults explored the different ways that astronauts eat in space and then made some delicious pudding and tang.
• On 20 July, “English from Zero” brought 29 adults to the library to practice and improve their English.
• On 22 July, aliens filled the library during “Macaroni Mania” as they were created by 10 children and 4 adults.
• On 22 July, bubbles were everywhere during “Bubble Playtime” as 20 children and 15 adults danced and popped bubbles.
• On 24 July, “Outer Space Science with DoDad’s Lab” brought 77 children and 40 adults to the library to learn about the solar system, galaxies, and space travel.
• On 26 July, “Storytime from Space” brought 17 children and adults to the library to listen to a real astronaut from the International Space Station read the book Mousetronaut Goes to Mars.
• On 27 July, 8 children and 6 adults came to “3D Planets” to learn some fun facts about planets and then create their own unique planet.
• On 27 July, “English from Zero” brought 15 adults to the library to practice and improve their English.
• On 29 July, 11 children and 9 adults constructed their own boats out of popsicle sticks and out of paper and then tested to see if they would float during “Build My Universe: Build a Boat.”
• On 30 July, “Light Your Universe: Constellation Candle Jars” had 13 attendees preparing their own candle jars.
• On 31 July, “JiggleMan” there were 137 in attendance to laugh and scream at his jokes.
• On 31 July, “Out of This World Craft” had 15 in attendance.
• On 31 July, “Happy Birthday, Harry Potter!” was a celebration with cake and crafts that had 19 participants.
• On 31 July, 130 children participated in the promotion “Check It Out: Kids & Family Expo” by checking out books so that they could receive a ticket to go to the expo.
• On 31 July, 24 children created a beautiful display that listed all of their favorite planets during “My Favorite Planet.”
• Even though it’s summer the library still held homeschool classes with 35 children and 18 adults coming to the events to learn in a fun environment.
• The program “Caregiver Connect: Stay and Play” was held to give parents and caregivers a chance to talk and ask questions about different products and activities to best help their little ones while the little ones played with toys and had 52 children and 52 adults.

Winter Garden
• On 1 July, Winter Garden welcomed “Space Exploration with Éclectique Productions”, who entertained a crowd of 104.
• On 1 July, our partners at “Healthy West Orange Outreach” tabled at Winter Garden, speaking with 15 customers.
• On 2 July, Janette Ramos hosted “Bubble Playtime” to the delight of 95 attendees.
• On 2 July, 23 attendees were entertained during “Jack's Adventure in Space presented by Bright Star.”
• On 3 July, 31 customers participated in “ Crafternoons.”
• On 6 July, Branch Manager Zully Escobar and a team of staff members connected with the community at the “Winter Garden Farmer's Market Outreach”, speaking to 214 locals.
On 6 July, Winter Garden welcomed Expanding Intelligence for the “Tails with Tales” event, which encourages children to practice their reading with sweet, furry friends. 20 attendees participated.


On 8 July, Winter Garden welcomed “Sciencetellers present Aliens: Escape From Earth” who entertained a group of 91 attendees.

On 9 July, staff member Chand Persad hosted “Twinkle, Twinkle Little Star”, welcoming 70 participants.

On 10 July, 31 participants assisted Erin Rechel in a “March on Mars.”

On 11 July, staff member Jessy Hart Howell hosted 11 attendees at “Creative Watercolors.”

On 12 July, the library held a pop-up event in Horizon West, “Library Pop-up: Horizon West” at the Waterleigh Community Clubhouse bringing “Comedy Maks' Variety Show!” and “Lego One Scoop.” 68 people came out to support and join in the fun, right in their community.

On 13 July, staff member Nadine Nelson and 41 attendees learned to “Sparkle Like a Unicorn.”

On 13 July, staff member Chand Persad invited 33 participants to join in “Build My Universe: Build a Nest.”

On 15 July, 10 attendees participated in “Teen Art Adventures: CD Scratch Art.”

On 15 July, 179 participants attended “Mark Alan's Magic Show.”

On 16 July, staff member Nadine Nelson got cooking with 54 little chefs during “Little Chef: Moon Snacks.”

On 17 July, Erin Rechel welcomed 37 attendees to test their skills in “Astronaut for a Day.”

On 18 July, Rebecca Padrick hosted 31 participants at the “Avengers Academy.”

On 18 July, “Picture This, Junior! with ArtReach Orlando” visited Winter Garden. 22 attended.

On 19 July, the library held a pop-up event in Horizon West, “Library Pop-up: Horizon West” at the Waterleigh Community Clubhouse bringing “Parachute and Bubble Playtimes.” 85 people attended.

On 20 July, Genevieve Traas got to cooking with 32 attendees in “Cuisine Corner Junior: Rice Krispie Rockets.”

On 22 July, The Selfish Giant with Bits 'N Pieces” visited Winter Garden, entertaining 96 customers.

On 22 July, Genevieve Traas and 16 attendees created a piece of calm during “Galaxy Calming Jar.”

On 24 July, Erin” Reichel got crafty with 25 participants in “Constellation Canvas.”

On 24 July, 22 happy customers were invited to learn more about watermelons during “Cuisine Corner: Watermelon Wednesdays.”

On 25 July, 36 families attended “Read to Sydney”, where they practiced reading to a furry dog.

On 27 July, 13 people attended “Stretch Across the Universe.”

On 27 July, “Creative’s Corner” brought 30 people together to enjoy the act of creating.

On 27 July, “Picture This! with ArtReach Orlando” returned to Winter Garden with the school aged version of the art event. 13 attended.


On 30 July, staff member Nadine Nelson and 51 attendees played games, read stories and design and alien at “Build My Universe: Build an Alien Race.”

On 31 July, 41 participants attended “How Do Astronauts Eat in Space?”

On 5 and 19 July, Jessica Hart Howell presented “Tummy Time Sensory Play” to a total of 51 attendees.

On 6 and 20 July, 62 attendees tested their skills in “Escape From the Cosmos.”

“Family Yoga” was held on five occasions at the branch in July, bringing in a total of 10 attendees.

“Picture This! with ArtReach Orlando” returned to Winter Garden with the school aged version of the art event. 13 attended.

Winter Garden continued to offer “Caregiver Connect: Stay and Play” in July, holding nine events to an average of 33 attendees per event.

“Crafternauts” was offered on five Mondays in July, to a total of 398 participants looking to keep the fun going after the branch SRP event.

“Lego Block Party” was held on 11 and 25 of July, welcoming a total of 24 participants.

“K Ready!” was held on three Thursdays in July, with an average of 35 attendees per session.

“D&D at the Library” was hosted on two Tuesdays in July, bringing in 27 attendees to take part in the campaign and battle.
• “Storytime Crafts” was held on four Fridays in July and welcomed an average of 56 participants per event.
• “Sing-A-Long with Friends” was held on five Tuesdays in July and drew an average of 49 attendees per event.
• In July, Winter Garden’s “Character Mailbox” invited children to write and receive a letter from an alien on their favorite planet. 76 letters were received and answered.
• In July, Wednesday and Friday storytimes brought in 1293 kids and their guardians.

Upcoming Events
Art & Display
Unusual Frida Gallery
Orlando Public Library, Library Central On Display Through August
Twenty-six members of The ALIVE Artists Group created paintings of Frida Kahlo by “getting into the head” of the visionary artist to go beyond portraiture.

Adult Summer Reading
Galaxy Calming Jars
Windermere Branch Thursday, August 1, 4:30 p.m.
Relax by creating your own galaxy-inspired calming jar. Calming jars serve as simple meditation tools that you can use daily. Ages 18 and up. Registration required.

Space Spa
Herndon Branch Thursday, August 1, 6 p.m.
Create a Haley’s Comet fizzing bath bomb and exfoliating sugar scrub for relaxation that is out of this world! Registration required.

Color Your Universe
Orlando Public Library, Magnolia Room Friday, August 2, 11 a.m.
Chickasaw Branch Friday, August 2, 2 p.m.
Space out this summer as you color your worries away. You bring the creativity, we’ve got the supplies covered! Space is limited. Registration required.

Back2Basics
Plant Clinic
Winter Garden Branch Thursday, August 1, 3–5 p.m.
Chickasaw Branch Thursday, August 8, 2–4 p.m.
Bring your plants, get your soil pH tested and ask questions!

Discover Your Money Personality Type
Herndon Branch Thursday, August 1, 3 p.m.
Through a fun, interactive card game adults can learn what their money habits and patterns are and better understand the need for money management to reduce unnecessary triggers of overspending.

Introduction to American Sign Language
Fairview Shores Branch Wednesdays, August 7–28, 6 p.m.
West Oaks Branch Thursdays, August 8–29, 2 p.m.
Learn American Sign Language! During this progressive four-week course, instructors will cover the manual alphabet, numbers and more. Presented by ASL Services Inc. Registration required.

Personal Finance Using Morningstar
Orlando Public Library, Melrose Center Tuesday, August 13–27, 6:30 p.m.
Get the 101 of budgeting and investing using Morningstar’s Investing for the Long Run: Strategies and Solutions to Help You Shape Up Your Personal Finances in this six-week series.
Healthy Grocery Shopping on a Budget  
South Trail Branch  Wednesday, August 14, 10:30 a.m.  
Get easy, quick, on-the-go tips for saving money at the grocery store while still eating healthy meals.

Create a Family Spending Plan  
Hiawassee Branch  Thursday, August 15, 10:30 a.m.  
Learn tips and strategies to create a spending plan that will help you reach your financial goals.

Couponing 101  
Alafaya Branch  Sunday, August 18, 2 p.m.  
Learn how couponing can save you money! Join Simple Truth Foundation for tips on couponing strategies that will have you cashing in big.

Money Management Using a Calendar  
North Orange Branch  Tuesday, August 20, 2 p.m.  
Learn to use a money management calendar provided for free by the University of Florida and learn ways to track your spending and manage your money in tough times.

Introduction to Calligraphy  
Herndon Branch  Saturday, August 24, 11 a.m.–12:30 p.m.  
West Oaks Branch  Saturday, August 31, 11 a.m.–12:30 p.m.  
Learn about the origins of calligraphy and get introduced to some materials used to create it. Practice using this form of writing to create endless projects. Registration required.

Container Gardening  
Herndon Branch  Wednesday, August 28, 7 p.m.  
Join Master Gardener Dena Wild from the UF/IFAS Extension Orange County Office for tips on starting your own container garden. Learn the many advantages of container gardening.

Book Clubs  
Tertulia Cuatro Gatos / Spanish Book Club  
Fairview Shores Branch  jueves, 1 y 15 de agosto, 6:30–8:30 p.m.  
Chickasaw Branch  martes, 6 de agosto, 6:30–8:30 p.m.  
South Creek Branch  miércoles, 7–28 de agosto, 6:30–8:45 p.m.  
Southeast Branch  jueves, 8 y 22 de agosto, 6:30–8:30 p.m.  
Windermere Branch  martes, 13 de agosto, 6:30–8:30 p.m.  
La Tertulia Cuatro Gatos se reúne para compartir y discutir poesía, literatura, arte o historia. Todos son bienvenidos. El programa es presentado en español.

Southeast Book Club  
Southeast Branch  Monday, August 12, 6:30 p.m.  
Join the Southeast Book Club to discuss a book of your choice. Tell us about your favorite authors and let us know what you’re reading this summer.
Hiawassee Book Club
*The Great Alone* by Kristin Hannah
Hiawassee Branch  *Monday, August 19, 6:30–8 p.m.*
When her volatile, former POW father impulsively moves the family to Alaska to live off the land in the mid-1970s, young Leni and her mother are forced to confront the dangers of their lack of preparedness in the wake of a dangerous winter season.

Alafaya Book Club
*The Dreamers* by Karen Thompson Walker
Alafaya Branch  *Wednesday, August 21, 7 p.m.*
A student in an isolated Southern California college town witnesses a strange sleeping illness that subjects patients to life-altering, heightened dreams.

Southwest Book Club
*Educated: A Memoir* by Tara Westover
Southwest Branch  *Tuesday, August 27, 7–8:45 p.m.*
The author traces her experiences as a child born to survivalists in the mountains of Idaho, describing her participation in her family's paranoid stockpiling activities and her resolve to educate herself well enough to earn an acceptance into a prestigious university and the unfamiliar world beyond.

Winter Garden Book Club
*I Feel Bad About My Neck* by Nora Ephron
Winter Garden Branch  *Thursday, August 29, 6 p.m.*
This collection of essays offers a humorous look at the ups and downs of being a woman of a certain age, discussing the tribulations of maintenance and trying to stop the clock, menopause and empty nests.

Cuisine Corner: Back to School Smoothies
Washington Park Branch  *Tuesday, August 6, 6 p.m.*
Orlando Public Library, Cypress Room  *Tuesday, August 27, 6:30 p.m.*
School is back in session and mornings are going to be hectic. Chef Farah Davids will teach you quick blended breakfasts to grab on your way out the door to keep you full and healthy. Registration required.

Cuisine Corner: Healthy School Lunches
Fairview Shores Branch  *Tuesday, August 6, 6:30 p.m.*
Engage kids with making their own healthy school lunches. Yamira Lee Johnson, head chef and founder of Breaking Bread with Mira, will demonstrate how to make delicious recipes that are kid friendly. Space is limited. Registration required.

Organizing 101
Southeast Branch  *Saturday, August 17, 11 a.m.*
Orlando Public Library, Albertson Room  *Sunday, August 25, 2 p.m.*
Learn the steps to tackle your organizing projects and reduce the clutter, chaos and stress in your life.

Homeschooling Strategies for All Families
Chickasaw Branch  *Tuesday, August 27, 7–8:30 p.m.*
Are you a full-time homeschooling family or looking to supplement your children’s education? This workshop will teach strategies all families can apply to make it a successful school year.
Citizenship Inspired
Hiawassee Branch  Thursdays, August 1–22, 6–8:30 p.m.
Windermere Branch  Saturdays, August 3–24, 10:30 a.m.–1:30 p.m.
Southwest Branch  Tuesdays, August 6–27, 4–6 p.m.
Winter Garden Branch  Wednesdays, August 7–28, 7–8:30 p.m.
This four-week series will prepare you to become a U.S. citizen. Learn everything you’ll need to know to pass the U.S. Naturalization (Citizenship) Test and Interview. Registration required.

Cuisine Corner
Tea Education & Tea Tasting
Orlando Public Library, Albertson Room  Wednesday, August 7, 6:30 p.m.
Winter Garden Branch  Monday, August 19, 6 p.m.
Enjoy tea education, for non-tea drinkers, to those who have drunk tea their whole life. Sample two teas and learn about the history of tea, fun facts and different types of teas. Registration required.

Peach Panna Cotta
Southwest Branch  Tuesday, August 13, 6 p.m.
Join Chef Emily Roy from Publix Aprons on a culinary journey as she demonstrates how to make a delicious peach panna cotta with biscotti crumble and blueberry compote. Registration required.

Simple Sauces
Herndon Branch  Thursday, August 22, 6:30 p.m.
Join Chef Karen Ross of Karen’s Creative Cuisines and learn how easy it is to make a simple alfredo sauce and a simple tomato sauce. Space is limited. Registration required.

Empanadas
Southeast Branch  Tuesday, August 27, 6:30 p.m.
Alafaya Branch  Thursday, August 29, 6:30 p.m.
Discover how you can make tasty empanadas. Yamira Lee Johnson, head chef and founder of Breaking Bread with Mira, will demonstrate how to make empanadas. Space is limited. Registration required.

Genealogy
Journey Through Immigration Records
West Oaks Branch  Thursday, August 1, 11 a.m.
Learn more about your family’s history by using passenger lists, passports, alien registration cards and naturalization records. A brief overview of immigration laws will also be presented.

Do It Yourself DNA Research Open Forum
West Oaks Branch  Wednesday, August 7, 6:30 p.m.
Spend an evening analyzing your own DNA test results. Our Genealogy Specialist will be available to help assist with answering questions as you conduct your own DNA analysis.

Organizing Your Family History Research
West Oaks Branch  Thursday, August 8, 11 a.m.
Learn how to organize your genealogy documents and do your research in a systematic manner.

AAGHS: Afro American Historical and Genealogical Society
West Oaks Branch  Saturday, August 10, 10:30 a.m.–12:30 p.m.
Members of the Central Florida Chapter of Afro-American Historical and Genealogical Society (AAHGS) will share information on African American history, heritage and genealogy.
Tracing European Ancestors: A Genealogy Course
West Oaks Branch  Tuesdays, August 13–27, Noon–1:30 p.m.
This genealogy research series focuses on researching European ancestors. Whichever country your ancestors are from, learn about types of documents available and research strategies to utilize.

Drowning in DNA?: Advanced Genetic Genealogy Study Group
West Oaks Branch  Wednesday, August 14, 6:30 p.m.
This week we will focus on Chapter 9: Drowning in DNA? The Genealogical Proof Standard Tosses a Lifeline by Karen Stanbary, CG from the book Advanced Genetic Genealogy by Debbie Parker Wayne, Editor.

Genealogy Myths and Legends: Fact, Fiction or Both?
West Oaks Branch  Thursday, August 15, 11 a.m.
Family stories that are handed down from generation to generation are a wonderful thing, but beware! Join us as we explore common family legends and the nuggets of truth behind them.

Correlating Evidence: Advanced Genetic Genealogy Study Group
West Oaks Branch  Wednesday, August 21, 6:30 p.m.
This week we will focus on Chapter 10: Correlating Documentary and DNA Evidence to Identify an Unknown Ancestor by Patricia Lee Hobbs, CG from the book Advanced Genetic Genealogy by Debbie Parker Wayne, Editor.

United States Genealogy: Pennsylvania
West Oaks Branch  Thursday, August 22, 11 a.m.
Explore the rich research resources and collections that are held in a variety of archives and repositories in the Keystone State. Discover what records are available and how to use them.

Writing About DNA: Advanced Genetic Genealogy Study Group
West Oaks Branch  Wednesday, August 28, 6:30 p.m.
This week we will focus on Chapter 11: Writing About, Documenting, and Publishing DNA Test Results by Thomas W. Jones, PhD, CG, CGL from the book Advanced Genetic Genealogy by Debbie Parker Wayne, Editor.

Genealogy 101
West Oaks Branch  Thursday, August 29, 11 a.m.
This program will introduce you to genealogical terms, techniques and sources. Learn helpful suggestions on how you can begin to research your family’s story.

General Events
Social Worker @ the Library
North Orange Branch  Mondays, 10 a.m.–7 p.m.
Orlando Public Library  Tuesdays, 9 a.m.–5 p.m.
Alafaya Branch  Wednesdays, 10 a.m.–7 p.m.
Orlando Public Library  Thursdays, 10 a.m.–7 p.m.
South Trail Branch  Fridays, 10 a.m.–5 p.m.
Social worker Andre Morris will meet one-on-one with individuals and families to assist with social and government services.

Savvy Savers
West Oaks Branch  Saturday, August 3, 1–3 p.m.
Become a savvy saver by sharing coupons and savings tips at this monthly meeting.
Orlando Public Library Pokémon League
Orlando Public Library, Magnolia Room  Sunday, August 4 & 18, 3 p.m.
Calling all trainers! Join the official Orlando Public Library Pokémon League. Battle with the Pokémon Trading Card Game, video games and more.

The Pen Meetup
Orlando Public Library, Cypress Room  Sunday, August 4, 3:30–5 p.m.
Meet up with other fountain pen enthusiasts each month to learn new things and explore our favorite hobby. Discuss everything from nib to paper. Let’s slow down and write.

Ghost Society
Orlando Public Library, Albertson Room  Sunday, August 4, 2 p.m.
The Ghost Society is an open forum hosted by The Beyond Investigators paranormal team. Share your personal experiences, learn what’s new in the field and discuss books and shows in a casual atmosphere.

Mindfulness Meditation
Southwest Branch  Tuesday, August 6, 6 p.m.

Member Exchange and Business Fair
Orlando Public Library  Wednesdays, August 14, 11 a.m.–3 p.m.
The African American Chamber of Commerce of Central Florida presents this event for small business members to meet with each other and members of the community. Join us to learn about the AACCCF and what they can offer.

Craft Club
Alafaya Branch  Wednesday, August 7, 7 p.m.
Arts and crafts aren’t just for kids! Release your inner child and come to adult crafting.

Stress Buster Art: Ceramic Tile Art
Southwest Branch  Wednesday, August 7, 10:15 a.m.–12:30 p.m.
Join us for a de-stressing adventure using ceramic tile to create beautiful art.

House Bunny Basics 101
Orlando Public Library, Albertson Room  Sunday, August 11, 2 p.m.
Orlando Rabbit Care and Adoptions will advise you on the basics of rabbit ownership. Interact with bunnies who are hoping to find a forever home and learn to make your space a hare-idice.

Introduction to Foundation Center Resources
Orlando Public Library, Learning Central  Monday, August 12, 6–7:30 p.m.
Learn about the Foundation Center’s online resources.

Creative Coloring for Adults
Hiwassee Branch  Monday, August 12, 6–8 p.m.
Winter Garden Branch  Thursday, August 15, 6–8 p.m.
Coloring is a great way to relax and unwind while channeling your inner child. All supplies will be provided, but feel free to bring your favorite colored pencils or markers. Ages 18 and up.

Morning Walk
Southeast Branch  Tuesday, August 13, 10:30 a.m.
Join us for an indoor morning walk to recharge your body, mind and your entire day. Registration required.
Trap-Neuter-Return Boot Camp  
Alafaya Branch  
**Wednesday, August 14, 5:30–7 p.m.**

Pet Alliance of Greater Orlando will be hosting a Trap-Neuter-Return Boot Camp to teach the basics of humanely trapping community cats.

Woodstock 50th Anniversary  
Orlando Public Library, Albertson Room  
**Thursday, August 15, 6:30 p.m.**

Celebrate the 50th anniversary of Woodstock with UCF Professor George Weremchuk. Relive the three days of peace and music with songs and video clips from the first real music festival.

Beginner Watercolor Techniques  
Southwest Branch  
**Tuesday, August 20, 6:30 p.m.**

Watercolor is an artistic medium like no other. Experiment with the basics of watercolor as we explore a variety of different painting methods to achieve astonishing results.

Woodworking Basics: Turning a Pen  
Orlando Public Library, Albertson Room  
**Saturday, August 24, 2 p.m.**

Woodworker Glen Glazier will show you the process of making a pen. From selecting wood type, to turning it on the lathe, to polishing and finishing the build. Ask questions and learn more about the craft!

NACA Home Buying Workshop  
Hiawassee Branch  
**Saturday, August 24, 10 a.m.–2 p.m.**

NACA, a non-profit, community advocacy and homeownership organization, presents this free workshop about the home buying process from start to finish. Registration required. To register, visit NACA.com.

Altered Books  
West Oaks Branch  
**Saturday, August 24, 2–4 p.m.**

Scrapbook, journal, cookbook, planner? Bring your creativity and explore all the possibilities of altered books. Feel free to bring embellishments, recipes or photos to personalize your creation.

Florida Licensing on Wheels  
North Orange Branch  
**Tuesday, August 27, 10 a.m.–2 p.m.**

Do you need to update your name or address on your driver license or ID? Florida Licensing on Wheels will be offering all these services and more.

Food 101: Pizza and Flatbreads  
Orlando Public Library, Albertson Room  
**Wednesday, August 28, 6:30 p.m.**

The Food 101 series introduces you to a new topic every month, examining the historical and social significance of what we eat. Registration required.

Creative Watercolors  
Hiawassee Branch  
**Thursday, August 29, 6–8 p.m.**

Join us as you learn the basics of watercolor painting through the use of watercolor pencils and paint. Ages 18 and up.

One Minute Film Festival  
Orlando Public Library, Albertson Room  
**Saturday, August 31, 11 a.m.–1 p.m.**

Enjoy a screening of one minute films that capture the world we love to live in. Coffee and donuts provided for attendees, while supplies last.
Jobseekers

Career Academy: Perfecting Your Resume
Orlando Public Library, Learning Central  
Tuesday, August 6, 1:30 p.m. & Saturday, August 17, 9:30 a.m.
Get noticed! Elevate your job application with best practices in crafting a resume and cover letter.

Career Academy: Interview Like a Pro
Orlando Public Library, Learning Central  
Tuesday, August 20, 1:30 p.m. & Saturday, August 31, 9:30 a.m.
You’ve landed an interview! Now what? Get tips that will help you to practice and prepare, and to write a memorable thank you letter.

Language Learning

English from Zero
Chickasaw Branch  Thursdays, 12:30–2:30 p.m.
Hiwassee Branch  Mondays, 7 p.m & Thursdays, 11:30 a.m.
North Orange Branch  Mondays, 6:30–8:30 p.m.
Orlando Public Library  Sundays, 4–5:30 p.m.
South Trail Branch  Saturdays, 10:30 a.m.–12:30 p.m.
Southeast Branch  Mondays, 7:45 p.m. & Fridays, Noon–2 p.m.
Southwest Branch  Thursdays, 7 p.m.
Washington Park Branch  Wednesdays, 10–11:45 a.m.
Windermere Branch  Saturdays, 2:30–4:30 p.m.

English from Zero classes are designed for beginning English learners. Each workshop has a specific target topic. Dates and times are subject to change.

Practice Makes Perfect
South Trail Branch  Fridays, August 2–30, 11 a.m.–1 p.m. & Tuesdays, August 6–27, 5:30–7:30 p.m.
West Oaks Branch  Tuesdays, August 6–27, 6:30–8 p.m.

Join other new English speakers for conversational English practice.

Writing Clearly Beginner
Alafaya Branch  Fridays, August 2–30, 2–4 p.m.
Writing Clearly Beginner is designed to introduce learners to the basics of English grammar by focusing on the parts of speech, the organization of sentences and vocabulary building.

Improve Your English Reading Workshop
Hiawassee Branch  Wednesdays, August 7–28, 6–8 p.m.
Improve your English conversational skills, vocabulary, pronunciation and comprehension by reading a book. Enjoy learning and meeting new people in a supportive environment.

Intermediate English
North Orange Branch  Wednesdays, August 7–28, 6:30–8:30 p.m.

English from Zero classes are designed for beginning English learners. Each workshop has a specific target topic.

Basic Spanish
Chickasaw Branch  Wednesdays, August 7–28, 6:30–8 p.m.
Vocabulary Workshop for Beginners is a free workshop for individuals who speak little to no Spanish.

Spanish From Zero
Southeast Branch  Thursday, August 8–29, 6:30–8:30 p.m.
Come and learn basic Spanish. Seating is limited. Registration required.
Meet the Author: Hank Phillippi Ryan
Orlando Public Library, Library Central    Thursday, August 29, 6:30 p.m.
Nationally best-selling and award-winning author Hank Phillippi Ryan will discuss her new thriller The Murder List.

Melrose
Melrose in the Mix: Meka Nism
Orlando Public Library, Melrose Center    Saturday, August 3, 3:30 p.m.
Orlando favorites Meka Nism have released three EPs and toured with some of the biggest names in metal. See them record in the audio studio.

Melrose in the Mix: Demon****
Orlando Public Library, Melrose Center    Sunday, August 4, 3:30 p.m.
Orlando experimental street metal band Demon**** have a recently released album and growing local following. The hard-hitting trio will perform and record in the Melrose Center audio studio.

Melrose in the Mix: Onry Ozzborn
Orlando Public Library, Melrose Center    Saturday, August 10, 3:30 p.m.
Nationally acclaimed Seattle-based rapper Onry Ozzborn is a founding member of alternative hip-hop groups Grayskul, Dark Time Sunshine and Oldominion. In association with Swamburger Presents, see him perform and record in the Melrose Center audio studio.

Maya: Modeling
Orlando Public Library, Melrose Center    Saturday, August 10, 3:30 p.m. & Thursday, August 22, 2 p.m.
Develop a detailed humanoid arm. Learn to extrude, sub-divide and sculpt a 3D mesh.

Maya Fundamentals
Orlando Public Library, Melrose Center    Saturday, August 10, 1 p.m. & Thursday, August 22, 11:30 a.m.
Model, rig and animate a 3D robotic arm! Learn the basics of the production workflow as well as modeling, rigging and animation concepts and tools.

Melrose Meetups: Audio
Orlando Public Library, Melrose Center    Wednesday, August 14, 6 p.m.
Bring in your most recent mixes and get tips and tricks on how to take your music to the next level with a Critique Session, Listening Exercises and a Technique Workshop.

Maya: Retargeting Motion Capture Data
Orlando Public Library, Melrose Center    Saturday, August 17, 3:30 p.m. & Thursday, August 29, 1 p.m.
Animate a digital character using motion capture data. Learn how to create, define and edit a character’s skeletal structure using Maya’s HumanIK Solver.

Motion Capture Fundamentals
Orlando Public Library, Melrose Center    Saturday, August 17, 2 p.m. & Thursday, August 29, 11:30 a.m.
Discover the world of motion capture animation. Using the Perception Neuron motion capture suit and Axis Neuron software, learn techniques to record, edit and export motion capture data.

No Tan Radio Music & Arts Festival
Orlando Public Library, Melrose Center    Saturday, August 24, Noon
After a five-year hiatus, the No Tan Radio Music & Arts Festival returns to Orlando. The festival, which focuses on independent Hispanic/Latin musicians and visual artists, will take place for the first time in the Melrose Center in partnership with The Orange County Library System. There will be two stages, with performances by Leo Aether, Artefacto, Blunder Club, Alejandro Prado, Liquid Spiral, Kefas, Percepción and more, featuring a special appearance by Huellas de Colombia Folkdances. Exhibitors include artists from NOVUS ARTEM International.
Gallery, Alberto Qunitero, Kath Reyes, Brandon Joyner and others. Participating community organizations include Timucua Arts Foundation, Creative City Project, Jarden Trompa Azul, Tertulia Cuatro Gatos, Nerd Nite, Orlando Music Exchange and the Friends of the Orange County Library System. Additionally, radio personalities will be on hand from MAS 100.7FM and WPRK 91.5’s Rock en Español USA. Come explore an afternoon of music, art and dance.

Melrose Meetups: Making Money with Your Pictures [SP-illustration-01.jpg]
Orlando Public Library, Melrose Center       Wednesday, August 28, 6 p.m.
Learn how sell your pictures on the different micro stock platforms such as Shutterstock, Adobe Stock, iStock and more. Also learn how to sell directly to magazines, newspapers and galleries.

Modern Parenting
Caregiver Connect: Stay and Play
Winter Garden Branch       Friday, August 2, 11:30 a.m.
Orlando Public Library      Wednesdays, August 14–28, 11 a.m.
Connect with other caregivers to meet and mingle while your little one explores imaginary play with new and old friends.

Vaccinations: An Important Decision
West Oaks Branch       Tuesday, August 13, 6:30 p.m.
Shots may hurt a little, but the diseases they can prevent can be life threatening. Orlando Health uncovers the myths that surround essential vaccines which are important for adults and children.

Prenatal Care Education
Hiawassee Branch       Monday, August 26, 6 p.m.
Prenatal care is vital to the health of every child. A representative from Community Health Centers will provide the information you need to know before you conceive and when you become pregnant.

How to Have “The Talk” With Your Kids
Orlando Public Library, Cypress Room       Tuesday, August 20, 6:30 p.m.
Learn how to talk with your kids about healthy relationship habits, practices and other sensitive topics. Ages 18 and up. Registration required.

Family Zumba
Chickasaw Branch       Wednesday, August 28, Noon
Get your family moving with this energizing workout class! Learn basic Zumba moves to help you dance your way to fitness. Zumba uses dance aerobics to create a fun workout.

Music in the Library
Piano Recital of Alma P. Francisco’s Students
Orlando Public Library, Library Central      Saturday, August 10, 2 p.m.
Hear a selection of march music by Beethoven, Prokofiev, Schubert, Tchaikovsky and John Philip Sousa along with excerpts from operas and musicals.

Christine MacPhail
Orlando Public Library, Library Central      Saturday, August 17, 11 a.m.
Enjoy a musical performance by Central Florida harpist Christine MacPhail.

Next Chapter
Snack & Learn: Talking to Aging Relatives About the Future
Hiawassee Branch       Tuesday, August 13, 1:30 p.m.
Talking about financial, legal and healthcare issues can be uncomfortable. Learn strategies for making these important conversations as easy and productive as possible.
Senior Scams: Part Two
Eatonville Branch  Wednesday, August 14, 10:30 a.m.–12:30 p.m.
Learn how to avoid becoming a target of senior scams. Registration Recommended.

Storytime for Grownups!
Southwest Branch  Wednesday, August 14, 10:30 a.m.
Willkommen! Climb every mountain, float along the Rhine, follow every byway through a tour of the castles, fairy tales and history of Germany. A bit Grimm … but so much more.

Downsizing in Five Easy Steps
South Creek Branch  Thursday, August 15, 6–7:30 p.m.
Discover steps that make downsizing easier to manage. Registration recommended.

Components of a Full Memory Screening
Orlando Public Library, Albertson Room  Thursday, August 15, 12:10 p.m.
A full memory screening is a comprehensive assessment that checks memory and other thinking skills. This seminar is part of the monthly LIFE Information for Elders series.

Senior Scams: Part One
West Oaks Branch  Wednesday, August 21, 10:30 a.m.–12:30 p.m.
Fraud specialists will provide information on senior scams. Registration Recommended.

TEC Fiber Arts
Sewing Summer
Enjoy the long days and stylish nights of summer with custom accessories and garments.

Go Green Custom Shopping Bag
Orlando Public Library  Tuesday–Thursday, August 6–8, 2 p.m.

Backpack
Orlando Public Library  Thursdays, August 8–22, 5:30 p.m.

Chef’s Apron
Orlando Public Library  Tuesday–Thursday, August 13–15, 2 p.m.

Simple Jersey Shift Dress
Orlando Public Library  Tuesday–Friday, August 20–23, 10 a.m.

Shirt Dress
Orlando Public Library  Monday–Friday, August 26–30, 10 a.m.

Fall Fiber Fest
Orlando Public Library  Sunday, September 29, 1–4 p.m.
The festival will include demonstrations, exhibitors and hands-on activities, as well as a Fiber Arts Contest. Entries will be accepted in the following categories: sewing, knitting and crochet. Contest registration is open through August 31. Entries will be judged based on creativity, skill level required, utility and attendance in fiber arts classes.

Open Lab: Sewing
Orlando Public Library  Fridays, August 2–30, 1:30 p.m. & 3:30 p.m.; Saturdays, August 3–31, 3:30 p.m. & Mondays, August 5–26, 1:30 p.m. & 3:30 p.m.
Get your entry for the Fiber Arts Contest ready today. Come to the sewing studio for professional tools and expert advice on all your sewing projects. Be sure and bring your patterns and fabric to participate in the open labs.
It’s Yarnfiti Time!
It’s time to start stitching your contribution to Yarnfiti 2019! Our annual Yarnfiti Community Art Project combines the efforts of hundreds of fiber artists in Central Florida into one work of art. This year we’re creating an undersea wonderland complete with a colorful coral reef, a sea brimming with life and a fantastic mermaid’s grotto. So pick a watery pattern and crochet or knit your contribution today. The Yarnfiti Community Art Project will premiere at the Fall Fiber Fest on Sunday, September 29 at 1 p.m.

Meetup: Yarnfiti Community Art Project
Orlando Public Library  
**Wednesdays, August 7–28, 5–7:30 p.m.**

Crochet Open Lab
Alafaya Branch  
**Sundays, August 4–25, 4–5:30 p.m.**
Stuck on a project you learned in class? Want to practice your stitches? Let us help!

Quilting and More Meetup
Southeast Branch  
**Wednesday, August 28, 4:30–6 p.m.**
Join us at the Southeast branch the last Wednesday of each month for our sewing club! Fabric and limited sewing machines are provided, but bring your machine if you are able. Registration required.

TEC Technology

Exceed in Excel
Microsoft Excel is the industry leading spreadsheet software. Master this powerful data visualization and analysis tool with instructor-led classes and real-world exercises.

**Microsoft Excel 2016: Data Management Level 1**
North Orange Branch  
**Thursday, August 1, 6 p.m.**
Fairview Shores Branch  
**Saturdays, August 10 & 31, 11 a.m.**
Herndon Branch  
**Monday, August 12, 10:30 a.m.**
Southwest Branch  
**Tuesday, August 13, 10:30 a.m.**
Alafaya Branch  
**Tuesday, August 20, 6 p.m.**
Chickasaw Branch  
**Wednesday, August 21, 5 p.m.**
Orlando Public Library  
**Sunday, August 25, 3:15 p.m.**
Learn how to use advanced sort and filter options. Apply data validation and other data tools to organize your data.

**Microsoft Excel 2016: Data Management Level 2**
North Orange Branch  
**Thursday, August 1, 7:30 p.m.**
Fairview Shores Branch  
**Saturdays, August 10 & 31, 12:15 p.m.**
Herndon Branch  
**Monday, August 12, 11:45 a.m.**
Southwest Branch  
**Tuesday, August 13, 11:45 a.m.**
Alafaya Branch  
**Tuesday, August 20, 7:30 p.m.**
Chickasaw Branch  
**Wednesday, August 21, 6:30 p.m.**
Learn how to apply data subtotals, outlines, data consolidation and conditional formatting to organize your data.

**Microsoft Excel 2016: Formulas and Functions**
North Orange Branch  
**Thursday, August 8, 6 p.m.**
Fairview Shores Branch  
**Saturdays, August 10 & 31, 2 p.m.**
Orlando Public Library  
**Sunday, August 18, 2 p.m.**
Southwest Branch  
**Tuesday, August 20, 10:30 a.m.**
Alafaya Branch  
**Wednesday, August 21, 6 p.m.**
Calculate your data with formulas and functions. Use the Function Library to find the best fit for your project. Insert financial, logical, lookup, math and text functions.
Microsoft Excel 2016: Automate Tasks
Fairview Shores Branch  Saturdays, August 10 & 31, 3:15 p.m.
North Orange Branch  Thursday, August 15, 6 p.m.
Southwest Branch  Tuesday, August 20, 11:45 a.m.
Orlando Public Library  Sunday, August 25, 2 p.m.
Automate everyday tasks with macros. Record data entry and formatting. Insert and modify objects to run macros without coding.

Microsoft Excel 2016: Pivot Tables
North Orange Branch  Thursday, August 15, 7:30 p.m.
Herndon Branch  Tuesday, August 20, 2:30 p.m.
Alafaya Branch  Wednesday, August 21, 7:30 p.m.
Dread analyzing data? Simplify the process and create meaningful reports using the powerful PivotTable tools. Learn how to create and customize PivotTables and PivotCharts using Microsoft Excel.

Writers Corner
Write and Publish a Novel
Alafaya Branch  Tuesdays, August 6–27, 7 p.m.
Learn how to write and publish a book from author and publisher L.E. Perez. Registration required.
8/6: Story from A to Z
8/13: Revision and Editing
8/20: First 3 Pages
8/27: Choose a Publishing Path

OCLS Writers Group
Orlando Public Library, Magnolia Room  Sunday, August 11, 4 p.m.
Join your fellow writers for critique, discussion and camaraderie. Writers of all genres and experience are welcome. Please attend one meeting before submitting a piece for critique.

Writing Science Fiction
Orlando Public Library, Albertson Room  Saturday, August 17, 2–3:30 p.m.
Learn to write both short and novel-length science fiction from Nebula Award Finalist José Pablo Iriarte and author Elle E. Ire. Topics will include research, world-building, tropes, cliches and more.

Writing Wednesday
Southwest Branch  Wednesday, August 21, 7–8:30 p.m.
Join us for structured writing time and light refreshments in our reading area. Writers of all types and levels are encouraged to attend.

Writing a Query Letter
North Orange Branch  Sunday, August 25, 4–5:30 p.m.
If you want to find an agent or a publisher for your novel, you’ll need an outstanding query letter. Author Sarah Nicolas read publisher queries for three years and will share her experiences in this area.

Children’s
JiggleMan
Orlando Public Library, Library Central  Thursday, August 1, 10:30 a.m.
Get ready to laugh out loud and be amazed by the jumping, joking and juggling, JiggleMan!
Be a Pal to Your Pet
Windermere Branch  
**Friday, August 2, 2 p.m.**
South Creek Branch  
**Thursday, August 8, 4 p.m.**
Washington Park Branch  
**Monday, August 12, 4 p.m.**
West Oaks Branch  
**Tuesday, August 13, 5 p.m.**
Fairview Shores Branch  
**Thursday, August 22, 4 p.m.**

Whether they slither, swim, bark or meow all pets need proper care. Explore how to take care of and be a great friend to your pet.

Back to School Celebration
Eatonville Branch  
**Friday, August 2, 2:30 p.m.**
Hiawassee Branch  
**Tuesday, August 6, 6:30 p.m.**
Winter Garden Branch  
**Saturday, August 10, 10:30 a.m.**
Southeast Branch  
**Saturday, August 10, 11 a.m.**
South Trail Branch  
**Tuesday, August 13, 4:30 p.m.**
Chickasaw Branch  
**Wednesday, August 14, 3 p.m.**

Get a head start on the year and prepare your mind to learn with stories, activities, crafts and lots of fun!

The CREATE Space
Orlando Public Library  
**Fridays, August 2 & 16, 3 p.m.**

What will you create today? Explore, experiment or be entertained. Recommended for upper elementary, tweens and teens.

Tails With Tales
Winter Garden Branch  
**Saturday, August 3, 11:45 a.m.**

Come practice your reading skills by reading aloud to a sweet, furry friend. Expanding Intelligence Dog Training presents this reading program with their certified therapy dogs.

Harry Potter Escape Room
Alafaya Branch  
**Saturday, August 3, 2–3:30 p.m.**

Can you discover all of the clues to help Harry Potter save the Wizarding World? Use your best detective skills to defeat He-Who-Must-Not-Be-Named! Recommended for upper elementary.

Friendship Bracelet Fun
Alafaya Branch  
**Sunday, August 4, 2 p.m.**

Celebrate the new school year by making friendship bracelets for you and your BFF.

Southwest Homeschool Club
Southwest Branch  
**Monday, August 5, 1 p.m.**

Join us for math, science, history, art and literature-based learning to support your homeschool curriculum. Recommended for upper elementary.

Cuisine Corner Junior: Snacks 2 Go!
Eatonville Branch  
**Monday, August 5, 2:30 p.m.**
Alafaya Branch  
**Saturday, August 10, 11:30 a.m.**
Winter Garden Branch  
**Saturday, August 10, Noon**
Fairview Shores Branch  
**Thursday, August 15, 4 p.m.**
West Oaks Branch  
**Tuesday, August 20, 5 p.m.**
Hiawassee Branch  
**Tuesday, August 27, 6:30 p.m.**

Learn how to mix up a delicious snacks for those summer road trips and long days by the water. Recommended for upper elementary, tweens and teens.
Maker Monday
Alafaya Branch  
Mondays, August 5–26, 4:30 p.m.
Discover the maker in you as we complete challenges, STEM projects and experiments. Recommended for upper elementary, tweens and teens. Registration required.

Game Day
Fairview Shores Branch  
Tuesdays, August 6–27, 3–4:30 p.m.
Play everything from Xbox, Wii, chess, Pokémon, board games and more at our Cool to Do After School series!

Backpack Bling
Winter Garden Branch  
Wednesday, August 7, 3:30 p.m. & Saturday, August 17, 2:30 p.m.
Orlando Public Library  
Saturday, August 10, 2:30 p.m.
Washington Park Branch  
Wednesday, August 14, 4 p.m.
Chickasaw Branch  
Wednesday, August 28, 3 p.m.
Go back to school in style by making a statement with new decorations for your backpack.

Movie & Craft
Fairview Shores Branch  
Wednesdays, August 7, 21 & 28, 3:30–4:45 p.m.
Enjoy a movie and a craft!

Drop In Chess
Southwest Branch  
Wednesdays, August 7–28, 3–5 p.m.
Orlando Public Library  
Wednesday, August 14, 2 p.m.
Fairview Shores Branch  
Saturday, August 17, 2 p.m.
Drop in for a game of chess at the library. Chess sets are available for play and rule sheets are provided. All ages.

Weather Watchers
Windermere Branch  
Thursday, August 8, 3 p.m.
South Creek Branch  
Saturday, August 10, 2:30 p.m.
Southwest Branch  
Friday, August 16, 3:30 p.m.
Eatonville Branch  
Wednesday, August 21, 2:30 p.m.
Washington Park Branch  
Monday, August 26, 4 p.m.
Chickasaw Branch  
Friday, August 30, 3:30 p.m.
Can it really rain frogs? Tune into the library’s weather forecast as we learn about the world’s wacky weather events through stories, activities and crafts.

Mayor Buddy’s Book Club Discussion Group
Orlando Public Library  
Thursdays, August 8 & 22, 3:15 p.m.
Join Mayor Buddy’s Book Club weekly discussion group to talk, meet other book club members, share experiences, and have fun. Recommended for upper elementary, tween and teen.

Threads of Love
Winter Garden Branch  
Saturdays, August 10 & 24, 2:30 p.m.
Family and friends, come celebrate the Hindu holiday of Raksha Bandhan through a story and craft.

Angel Paws to Read
North Orange Branch  
Saturday, August 10, 11 a.m.
Windermere Branch  
Saturday, August 10, 11:30 a.m.
Alafaya Branch  
Saturday, August 24, 11:30 a.m.
Orlando Public Library  
Saturday, August 24, 11:30 a.m.
West Oaks Branch  
Saturday, August 24, 11:30 a.m.–1 p.m.
Practice your reading skills by reading aloud to a lovable, furry listener. Be An Angel Therapy Dogs Ministry presents this reading program for children featuring certified therapy dogs.
Super Science  
Alafaya Branch  Saturday, August 10, 2 p.m.  
Each month we will conduct awesome new experiments, learning all about chemistry, physics, earth science and more. Recommended for upper elementary and tweens. Registration required.

A World of Pausabilities  
West Oaks Branch  Saturday, August 10, 2 p.m.  
South Creek Branch  Saturday, August 17, 10:30 a.m.  
Take a moment to pause. Teach your child how to identify their emotions and use meditation to control them. Use and create fun tools to help your children meditate! Recommended for lower elementary.

Southwest Homeschool Club, Jr.  
Southwest Branch  Monday, August 12, 1 p.m.  
Join us for hands-on learning to support your homeschool curriculum in the areas of science, math, history, art and literature. Recommended for lower elementary.

Treehouse Adventures: Dinosaurs Before Dark  
South Trail Branch  Monday, August 12, 4:30 p.m.  
Be whisked away into the prehistoric past during this Treehouse Adventure! Learn about your favorite dinosaurs while enjoying crafts and games.

Family Storytime with the Chick-fil-A Cow  
Windermere Branch  Tuesday, August 13, 10:30 a.m.  
Meet the cow from Chick-fil-A for songs, games and storytelling that the whole family can enjoy.

Animal Super Powers  
Eatonville Branch  Wednesday, August 14, 2:30 p.m.  
South Trail Branch  Tuesday, August 20, 4:30 p.m.  
Washington Park Branch  Wednesday, August 21, 4 p.m.  
Move over, Superman! Make way for nature’s superheroes. Learn what truly amazing animals can do with real super powers.

Crafternoons  
South Trail Branch  Fridays, August 16–30, 4 p.m. & Tuesday, August 27, 4:30 p.m.  
Winter Garden Branch  Wednesday, August 28, 3:30 p.m.  
Join us for an hour of crafting fun with friends. Registration recommended.

Treehouse Adventures: The Knights at Dawn  
South Creek Branch  Saturday, August 17, 2:30 p.m.  
South Trail Branch  Monday, August 19, 4:30 p.m.  
West Oaks Branch  Tuesday, August 27, 5 p.m.  
Fairview Shores Branch  Thursday, August 29, 4 p.m.  
Whisk off with us to the Medieval time period! Compete in a knightly tournament of skills and create crafts fit for a king or queen.

LEGO Block Party  
Winter Garden Branch  Saturday, August 17, 10:30 a.m. & Tuesday, August 27, 6:30 p.m.  
Is there anything you can’t build with LEGO? Let’s find out! Join us for lots of building fun. We provide the LEGO, you provide the creativity. LEGO bricks will be provided but cannot go home with you.

Cookies and Milk with a Cop!  
North Orange Branch  Saturday, August 17, 11 a.m.  
Come meet an Apopka Police Officer, hear them read stories and have cookies and milk!
The REP Readers
Fairview Shores Branch  Saturday, August 17, 11 a.m.–12:30 p.m.
Discover theater in a whole new way through this unique, interactive workshop!

Candy Sushi
Orlando Public Library  Saturday, August 17, 4 p.m.
Learn how to make delicious sushi rolls out of candy, rice crispy treats and more! Registration required. Supplies limited. For upper elementary and tweens.

STEAM Storytime
West Oaks Branch  Wednesday, August 21, 4:30 p.m.
Science! Technology! Engineering! Art! Math! Storytime! Gather the family to listen to a story and work together on a STEAM based project. Recommended for lower and upper elementary and families.

What Kids Can Do
Chickasaw Branch  Wednesday, August 21, 6 p.m.
It takes one to stand tall and two to stand together. Learn through positive anti-bullying activities how to be a better friend and student.

Wii Love Gaming
Chickasaw Branch  Friday, August 23, 3:30 p.m.
If you love gaming like we love gaming, come get your game on at the library! Join us for action-packed fun with the Nintendo Wii and more.

Construction Toys for Kids
Herndon Branch  Saturday, August 24, 2 p.m.
Learn the basics of building and learning with Snap Circuits, K’NEX and Magformers.

Doodle Bugs
South Creek Branch  Saturday, August 24, 2:30 p.m.
Join us for a monthly series for kids to unleash their creative side and design art based on fun and unique themes. Recommended for upper elementary.

Music Lab: Song Maker
Alafaya Branch  Saturday, August 24, 3 p.m.
Create simple or elaborate beats and melodies with the aesthetic, color-coded Music Lab. You will be challenged to write music for all different types of scenarios!

Cuisine Corner Junior: Breakfast Banana Split
Orlando Public Library  Monday, August 26, 3:15 p.m.
Get a jump start on the day by diving into a delicious breakfast bowl featuring the super food powers of the acai berry. Recommended for upper elementary, tweens and teens.

Treehouse Adventures: Mummies in the Morning
South Trail Branch  Monday, August 26, 4:30 p.m.
Pharaohs and scarabs and mummies, oh my! Join us for a trip back to Ancient Egypt where we will play puzzles and games to unlock the secrets of the past.

HomeSchool Field Trip
Alafaya Branch  Tuesday, August 27, 2 p.m.
Inviting all homeschoolers to join us for a learning adventure! Registration required. Recommended for upper elementary and tweens.
What’s on the Inside?
Eatonville Branch Wednesday, August 28, 2:30 p.m.
Washington Park Branch Wednesday, August 28, 4 p.m.
Orlando Public Library Saturday, August 31, 2:30 p.m.
How many hairs are on your head? What happens when you eat pizza? By exploring the human body with hands-on activities and stories we can find out the answers to these questions and more!

Yarn Doodles
Winter Garden Branch Saturday, August 31, 10:30 a.m.
Design a unique work of art using yarn as your medium. Recommended for upper elementary.

Early Learning Baby
Tummy Time Sensory Play
Orlando Public Library Monday, August 5, 10 a.m.
Interact with your little one as they play in their surroundings, stimulate their senses and become little explorers! This class requires adult participation and floor blankets are encouraged.

Baby Discovery
Herndon Branch Monday, August 5, 10:30 a.m.
Play with your little one while exploring colors and textures through stories, songs and activities that will enhance their world.

Mother Goose on the Loose
Southeast Branch Mondays, August 5–26, 5:30 p.m.
Southwest Branch Wednesdays, August 7 & 21, 10:30 a.m.
Fairview Shores Branch Fridays, August 9 & 23, 10:30 a.m.
Using rhymes, songs, puppets, musical instruments and more, we will be interacting together to help develop important pre-literacy skills in our littlest ones!

Mama Gansa
Southeast Branch Mondays, August 5–26, 5:45 p.m.
Southwest Branch Wednesdays, August 7 & 21, 10:45 a.m.
A Spanish immersion Mother Goose on the Loose with interactive songs, rhymes and activities to grow your baby’s early literacy and Spanish skills!

Sing-A-Long with Friends
Winter Garden Branch Tuesdays, August 6–27, 10:15 a.m.
Join us for a brief sing-a-long to familiar songs for you and your baby or toddler.

Shake, Rattle & Roll
Herndon Branch Monday, August 12, 10:30 a.m.
Winter Garden Branch Friday, August 16, 11:45 a.m.
Southwest Branch Wednesday, August 28, 10:30 a.m.
Encourage your baby’s movement and hand-eye coordination by exploring shapes, shakers and sounds.

Guitar Sing-A-long
Alafaya Branch Wednesday, August 14, 10:30 a.m.
Join us for a brief sing-a-long to familiar songs along with live guitar for you and your baby or toddler.

Baby Bookworms
Southwest Branch Wednesday, August 14, 10:30 a.m.
Read! Learn! Play! Introduce your baby to important literacy practices that encourage learning and developmental growth.
Baby Boogie
South Creek Branch   Thursday, August 15, 10:30 a.m.
Herndon Branch       Monday, August 26, 10:30 a.m.
Introduce your baby to music and stimulate cognitive development, language learning and motor coordination.

Baby Games
Herndon Branch       Monday, August 19, 10:30 a.m.
Support your baby’s physical, social and emotional learning through play and build thinking, communication and language skills.

My Gym Mobile Mommy & Me
Alafaya Branch       Wednesday, August 21, 10:15 a.m.
My Gym Mobile Mommy & Me is a parent participation class that combines music, movement and basic gymnastic skills. We make fitness FUN!

Early Learning Preschool
Cuentame un Cuento
Chickasaw Branch     Friday, August 2, Noon
Come enjoy bilingual stories and crafts for children. The library provides an interactive storytime in English and Spanish suitable for speakers of either language. The whole family is welcome!

Monsters Read Too!
Windermere Branch    Monday, August 5, 10:30 a.m.
Chickasaw Branch     Monday, August 12, 11 a.m.
North Orange Branch  Tuesday, August 13, 11 a.m.
South Creek Branch   Wednesday, August 14, 10:30 a.m.
Alafaya Branch       Monday, August 26, 10:30 a.m.
Winter Garden Branch Tuesday, August 27, 10:30 a.m.
Did you know that monsters love to read? Join us for not-so-scary stories and crafts featuring our favorite monsters.

Build a Story with The Three Little Pigs
Fairview Shores Branch Tuesday, August 6, 10:30 a.m.
Chickasaw Branch     Wednesday, August 28, 11 a.m.
Explore the magical world of your favorite fairytale, The Three Little Pigs and build your imagination with interactive stories and crafts.

Kids Yoga
West Oaks Branch      Tuesday, August 6, 11 a.m.
Yoga helps to develop focus and concentration, practice good posture, clear the mind and strengthen the mind-body connection. Recommended for families.

Magnet Power!
North Orange Branch  Tuesday, August 6, 11 a.m.
Will it stick, or won’t it stick? Experiment with the awesome power of magnets.

Color Your World!
Southeast Branch      Wednesdays, August 7–28, 10 a.m.–Noon
Create art with crayons at this weekly event!
I Spy a Shape
Herndon Branch Wednesday, August 7, 10:30 a.m.
Chickasaw Branch Thursday, August 22, 11 a.m.
Southwest Branch Friday, August 30, 10:30 a.m.
Square! Circle! Triangle! We invite you to explore shapes with STEAM-based learning.

Buckaroo Bash
Chickasaw Branch Thursday, August 8, 11 a.m.
North Orange Branch Thursday, August 15, 11 a.m.
West Oaks Branch Sunday, August 18, 3 p.m.
Eatonville Branch Monday, August 19, 10:30 a.m.
Windermere Branch Tuesday, August 20, 10:30 a.m.
South Creek Branch Saturday, August 31, 10:30 a.m.
Dust off your boots and mosey on down to the library for a rootin’ tootin’ good time with stories, games and country-western fun. Don’t forget your cowboy hat!

Everybody Bonjours!
Herndon Branch Friday, August 9, 10:30 a.m.
South Trail Branch Tuesday, August 13, 10:15 a.m.
Eatonville Branch Tuesday, August 13, 10:30 a.m.
Chickasaw Branch Thursday, August 15, 11 a.m.
North Orange Branch Thursday, August 22, 11 a.m.
South Creek Branch Saturday, August 24, 10:30 a.m.
West Oaks Branch Tuesday, August 27, 11 a.m.
Bienvenue à la bibliothèque! Welcome to the library! Learn about France through stories and crafts inspired by Leslie Kimmelman’s Everybody Bonjours! À bientôt! See you soon!

Alphabet Adventures
Southwest Branch Friday, August 9, 10:30 a.m.
Learn the alphabet with exciting stories and fun activities.

What Does the Shape Say?
Chickasaw Branch Friday, August 9, 11 a.m.
Watch early math concepts take SHAPE with fun stories and activities for little learners.

PBS Kids Time!
Alafaya Branch Tuesday, August 13, 10:30 a.m.
Every month we learn and explore with our favorite PBS characters! Enjoy a story, craft and episode. This month we’ll celebrate Let’s Go Luna.

Little Chef: Peach Cobbler
West Oaks Branch Tuesday, August 13, 11 a.m.
Herndon Branch Thursday, August 15, 10:30 a.m.
Orlando Public Library Friday, August 23, 11 a.m.
South Creek Branch Wednesday, August 28, 10:30 a.m.
Hiawassee Branch Friday, August 30, 11 a.m.
Whipped cream and yogurt and peaches, oh my! Join us while we mix, layer, mush and slice a delicious recipe. Registration required.

How I Feel
Herndon Branch Wednesday, August 14, 10:30 a.m.
How do you feel? Put a smile on your face and come to the library and enjoy great stories, games and crafts all about feelings.
Storybook STEAM
Southwest Branch  Friday, August 16, 10:30 a.m.
Listen to a story and complete a STEAM challenge. Challenges will invite preschoolers to imagine, plan, create and improve upon a story-related project.

Big Fish, Little Fish
Chickasaw Branch  Monday, August 19, 11 a.m.
Splish, splash, splosh! Fish and his friends are ready to play. Come join us as we swim into stories, activities and crafts.

STEAM Playground
Alafaya Branch  Tuesday, August 20, 10:30 a.m.
Science! Technology! Engineering! Art! Math! Playground! Explore basic STEAM concepts through active play. Recommended for toddlers and preschoolers.

What Can You Do with a Crayon?
Herndon Branch  Wednesday, August 21, 10:30 a.m.
Get creative with us and help your child increase important developmental skills using crayons.

My Gym Mobile Fun & Fitness
Alafaya Branch  Wednesday, August 21, 11 a.m.
My Gym Mobile Fun & Fitness is a parent participation class that combines music, movement, games/relays and basic gymnastic skills. We make fitness FUN!

Counting with Creatures
North Orange Branch  Tuesday, August 27, 11 a.m.
Can you help your animal friends learn to count? Come learn counting skills with fun activities and crafts!

Bilingual Tablet Tales
South Creek Branch  Thursday, August 29, 10:30 a.m.
Join us for a digitally enhanced bilingual storytime experience! Let’s explore another way to learn and read by using apps and digital media!

Early Learning Toddler
Storytime Crafts
Southwest Branch  Thursdays, August 1–29, 10:30 a.m.–Noon
Winter Garden Branch  Fridays, August 2–30, 10:30 a.m.
Orlando Public Library  Saturday, August 3, 10:30 a.m.
South Creek Branch  Mondays, August 5 & 12, 10:30 a.m.
Chickasaw Branch  Tuesdays, August 6–27, 10:35 a.m.–Noon
North Orange Branch  Wednesdays, August 7–28, 10:30 a.m.–Noon
Eatonville Branch  Tuesday, August 27, 10:30 a.m.
Drop-in before and after storytime to create a make-and-take craft. Recommended for toddlers and preschoolers.

Stories & Stretches
Chickasaw Branch  Thursday, August 1, Noon
Alafaya Branch  Tuesday, August 27, 10:30 a.m.
Calling all little yogis and wiggleworms! Join us for a special movement storytime focusing on motor development that is filled with stories, songs and fun! Recommended for toddlers and preschoolers.
**Sesame Street Storytime**

Alafaya Branch  Monday, August 5, 10:30 a.m.
Orlando Public Library  Wednesday, August 28, 10 a.m.

Come for a sunny day and join us as we enjoy stories, games and crafts from Sesame Street! Recommended for toddlers and preschoolers.

**Parachute Play**

Southwest Branch  Monday, August 5, 10:30 a.m.
Chickasaw Branch  Monday, August 5, 11 a.m.
Winter Garden Branch  Thursday, August 8, 10:30 a.m. & 11 a.m.

Join us with your toddlers for a special parachute playtime. Enjoy rhymes, songs and tons of parachute fun.

**You Are My Sunshine**

Winter Garden Branch  Tuesday, August 6, 10:30 a.m.
South Creek Branch  Saturday, August 10, 10:30 a.m.
Chickasaw Branch  Thursday, August 29, 11 a.m.

Celebrate a positive mindset and sunshiny moments by singing songs, reading stories and completing crafts and activities sure to make your little one smile! Recommended for toddlers and preschoolers.

**Bubble Playtime**

Alafaya Branch  Wednesday, August 7, 10:15 a.m. & 10:45 a.m.
Southwest Branch  Monday, August 19, 10:30 a.m.
Winter Garden Branch  Tuesday, August 20, 10:30 a.m.

Help your child with their motor-development skills in this interactive bubble class. Recommended for toddlers and preschoolers.

**If You’re Happy and You Know It!**

South Creek Branch  Wednesday, August 7, 10:30 a.m.
Herndon Branch  Thursday, August 8, 10:30 a.m.
South Trail Branch  Tuesday, August 20, 10:15 a.m.
Chickasaw Branch  Wednesday, August 21, 11 a.m.
Winter Garden Branch  Thursday, August 22, 10:30 a.m.
North Orange Branch  Thursday, August 29, 11 a.m.

Clap your hands, stomp your feet and shout hooray! Bring your little ones to celebrate with a smile.

**Puppy Love**

Chickasaw Branch  Wednesday, August 7, 11 a.m.
Winter Garden Branch  Tuesday, August 13, 10:30 a.m.
Hiawassee Branch  Friday, August 16, 11 a.m.
Windermere Branch  Monday, August 19, 10:30 a.m.
Alafaya Branch  Monday, August 19, 10:30 a.m.
North Orange Branch  Tuesday, August 20, 11 a.m.
Herndon Branch  Thursday, August 22, 10:30 a.m.
Southwest Branch  Monday, August 26, 10:30 a.m.
Fairview Shores Branch  Friday, August 30, 10:30 a.m.

Share your love for our forever friends with stories and activities. Plush puppies are welcome.

**Apples to Oranges**

South Creek Branch  Thursday, August 8, 10:30 a.m.
Chickasaw Branch  Wednesday, August 14, 11 a.m.
Winter Garden Branch  Thursday, August 15, 10:30 a.m.
West Oaks Branch  Tuesday, August 20, 11 a.m.
Hiawassee Branch  Friday, August 23, 11 a.m.
South Trail Branch  
*Tuesday, August 27, 10:15 a.m.*
From apples to oranges, and everything yummy in between, play and discover with stories, crafts and activities all about fruit! Recommended for toddlers and preschoolers.

**Traffic JAM!**
North Orange Branch  
*Thursday, August 8, 11 a.m.*
It’s time for a tough truck party with a celebration of things that go, go, go! Recommended for toddlers and preschoolers.

**Toddler G.A.M.E.S.**
South Creek Branch  
*Fridays, August 9–30, 2 p.m.*
Growing, Active, Musical, Educational, Silly – join us for a super fun interactive event for your little ones.

**Sea Life**
Alafaya Branch  
*Monday, August 12, 10:30 a.m.*
Join us for aquatic themed stories, songs and games! Recommended for toddlers and preschoolers.

**Toddler Playground**
Southwest Branch  
*Monday, August 12, 10:30 a.m.*
Chickasaw Branch  
*Friday, August 16, 11 a.m.*
Toddlers use unstructured play to advance their physical and cognitive development and to have FUN!

**Party in Your PJs**
Orlando Public Library  
*Wednesday, August 14, 10 a.m.*
Come over for an exciting pajama party just for you! Don’t forget to wear your PJs. Get ready for fun with stories, games and crafts! Recommended for toddlers and preschoolers.

**Toddler Carnival**
North Orange Branch  
*Fridays, August 16 & 23, 11 a.m.*
Come one, come all! Step right up with your little one to enjoy magnificent carnival games and a festive themed story.

**Busy Builders**
Herndon Branch  
*Saturdays, August 17 & 31, 11 a.m.*
Join us for some fun independent play and building activities! Recommended for toddlers and preschoolers.

**Little Picasso**
Orlando Public Library  
*Wednesday, August 21, 10 a.m.*
Let your imagination run wild with colors and express your creativity on a repurposed pizza box canvas! Dress for a mess. Recommended for toddlers and preschoolers.

**Fish-tastic Fun**
South Creek Branch  
*Wednesday, August 21, 10:30 a.m.*
We will explore the sea with fish-tastic stories, crafts and activities full of under the sea fun! Recommended toddler and preschoolers.

**Move and Play**
Alafaya Branch  
*Wednesday, August 21, 10:30 a.m.*
Join us for a musical morning where we’ll shake and shimmy, move and groove and play along with our favorite songs! Recommended for toddlers and preschoolers.
Artsy Toddler
South Creek Branch  Thursday, August 22, 10:30 a.m.
Chickasaw Branch  Friday, August 23, 11 a.m.
Winter Garden Branch  Thursday, August 29, 10:30 a.m.
North Orange Branch  Friday, August 30, 11 a.m.
Paint, paste, glue, stamp and create! Young children will enjoy stories, songs and exploring age-appropriate art experiences.

Literacy & Locomotion
Southwest Branch  Friday, August 23, 10:30 a.m.
Help your child learn by playing as we weave early literacy practices into fun interactive stories, songs, rhythm and dance. Recommended for toddlers and preschoolers.

Hear Me Roar!
Chickasaw Branch  Monday, August 26, 11 a.m.
Stomp, jump and roar your way through a dino-mite adventure as you learn about dinosaurs in hands-on activities. Recommended for toddlers and preschoolers.

Tinker Tots
Alafaya Branch  Wednesday, August 28, 10:30 a.m.
Cultivate your inner maker through crafting! Young children can strengthen their motor skills and express their creativity through painting, cutting, pasting and more.

Extraordinarily Ordinary
Herndon Branch  Thursday, August 29, 10:30 a.m.
Discover the joys of imagination with everyday items. Little ones will make the ordinary into extraordinary!

Bean Bag Play with a Purpose
Chickasaw Branch  Friday, August 30, 11 a.m.
Come play with us and have fun as we use movement, balance and coordination to develop gross motor skills.

Family
Reactory Factory Explores the Library
North Orange Branch  Thursday, August 1, 10:30 a.m.
Kids will explore the universe as they learn about science and sound with Dr. Reacto and DJ Dan.

Back 2 School Basic Bike Repair
West Oaks Branch  Tuesday, August 6, 5 p.m.
Learn basic bicycle repair for a safe and smoother ride!

Afterschool Snacks: Puppy Chow
Windermere Branch  Wednesday, August 7, 2 p.m.
Hiwassee Branch  Tuesday, August 13, 6:30 p.m.
Winter Garden Branch  Wednesday, August 14, 3:30 p.m.
Herndon Branch  Friday, August 23, 3:30 p.m.
South Trail Branch  Saturday, August 24, 2 p.m.
Want an easy treat for after school? Learn how to make this salty and sweet snack! Supplies are limited. Registration required.

Kingdom of Board-om
Alafaya Branch  Thursday, August 8, 6:30 p.m.
Come one, come all to the Kingdom of Board-om as we explore both classic board games and the cutting edge of current gaming.
Mary Poppins Returns Movie & a Craft
Chickasaw Branch  Monday, August 12, 3:30 p.m.
Fairview Shores Branch  Wednesday, August 14, 3:30 p.m.
Southwest Branch  Saturday, August 17, 10:30 a.m.
Southeast Branch  Saturday, August 17, 2 p.m.
Eatonville Branch  Thursday, August 22, 3:30 p.m.
Orlando Public Library  Saturday, August 24, 2:30 p.m.
Alafaya Branch  Saturday, August 24, 1:30 p.m.
Herndon Branch  Saturday, August 31, 2 p.m.
South Creek Branch  Saturday, August 31, 2–4 p.m.

A magical nanny returns to take the Banks family on an adventure where everything is possible, even the impossible. Enjoy this film while making a craft.

What Can You Do with a Potato?
Winter Garden Branch  Wednesday, August 21, 3:30 p.m.
Saturday, August 24, 10:30 a.m.

Turn your food prep into an experiment. Explore kitchen science and spud art at this STEAM inspired event.

Family Craft Night
Alafaya Branch  Wednesday, August 28, 6 p.m.

Craft together as a family! Registration required for each family member. Recommended for families with children ages 5 and up.

Family Maker
Alafaya Branch  Saturday, August 31, 2 p.m.

Makerspaces foster learning through hands-on tinkering. Gather the entire family and discover the maker in you as we complete challenges, STEAM projects and experiments.

Teen/Tween
DIY Galaxy Bath Bombs
Alafaya Branch  Thursday, August 1, 4:30 p.m.

Treat yourself! Bath bombs are easier to make than you think, join us for a space themed creation that is out of this world.

Time Out for Teens
Southwest Branch  Mondays, August 5–26, 3:30 p.m.

Get together with other teens to talk about school and other issues while participating in fun activities to help you relax, de-stress, learn new life skills and become a better you.

Fashion Forward
Washington Park Branch  Wednesday, August 7, 4 p.m.

What will you wear to school this year? Find new ideas and create your own inspiration board as we watch a super stylish movie.

DIY Back to School
Chickasaw Branch  Wednesday, August 7, 6 p.m.
Winter Garden Branch  Saturday, August 10, 2:30 p.m.

Make your gear the coolest in school with fun and useful crafts!

Extreme Bingo
Hiwassee Branch  Wednesday, August 14, 4 p.m.

Bingo isn’t just for our grandparents anymore! Test your skills with our Extreme Bingo and play for a chance to be crowned Bingo Master!
K-Pop Dance Party  
Alafaya Branch  
Thursday, August 15, 6:30–8 p.m.  
Eatonville Branch  
Tuesday, August 20, 3:30 p.m.  
If you have K-Drama feelings for K-Pop music then the library is where you need to be for trivia, activities and fandom crafts.

Just Buggy  
Fairview Shores Branch  
Monday, August 19, 4 p.m.  
Hiawassee Branch  
Tuesday, August 20, 6:30–8:30 p.m.  
Southeast Branch  
Saturday, August 24, 3 p.m.  
Insects represent most of the world’s species and come in all shapes, sizes and colors. Join us to watch a buggy movie and design your own edible bug.

Paper Makes Perfect  
Orlando Public Library  
Tuesday, August 20, 3:15 p.m.  
Get organized for the new school year by harnessing the power of origami to create a mini journal and storage boxes all from paper! Registration recommended.

Chalk Rocks  
Orlando Public Library  
Friday, August 30, 3 p.m.  
Make a cool paperweight to keep all your loose ends under control.
Orange County Library System
Board of Trustees Meeting
August 8, 2019

Public Comment:
Non-Agenda Items